



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **1160734**
Land Registration District **Wellington**
Date Issued 02 August 2024

Prior References

1146507 1146508

Estate Fee Simple
Area 6.0279 hectares more or less
Legal Description Lot 1000 Deposited Plan 598401
Registered Owners
Cannon Point Development Limited

Interests

Subject to the reservation as to coal, gold and silver set out in K516880

Appurtenant hereto is a right of way and a right to erect and maintain poles and electric wires and lay pipes and drains created by Transfer 211984 - 30.4.1931 at 2:30 pm

Appurtenant hereto is a right of way and a right to erect and maintain poles and electric wires and lay pipes and drains and water rights created by Transfer 212025 - 4.5.1931 at 2:35 pm

792676 Surrender of the water rights created by Transfer 212025 appurtenant hereto - 24.7.1969 at 2.15 pm

796558 Surrender of the water rights created by Transfer 212025 appurtenant hereto - 26.8.1969 at 2.00 pm

12789690.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2023 at 10:10 am

Fencing Covenant subject to Section 6(2) of the Fencing Act 1978 in Deed 12789690.7 - 25.9.2023 at 10:10 am (affects part formerly Lot 1002 DP 588162)

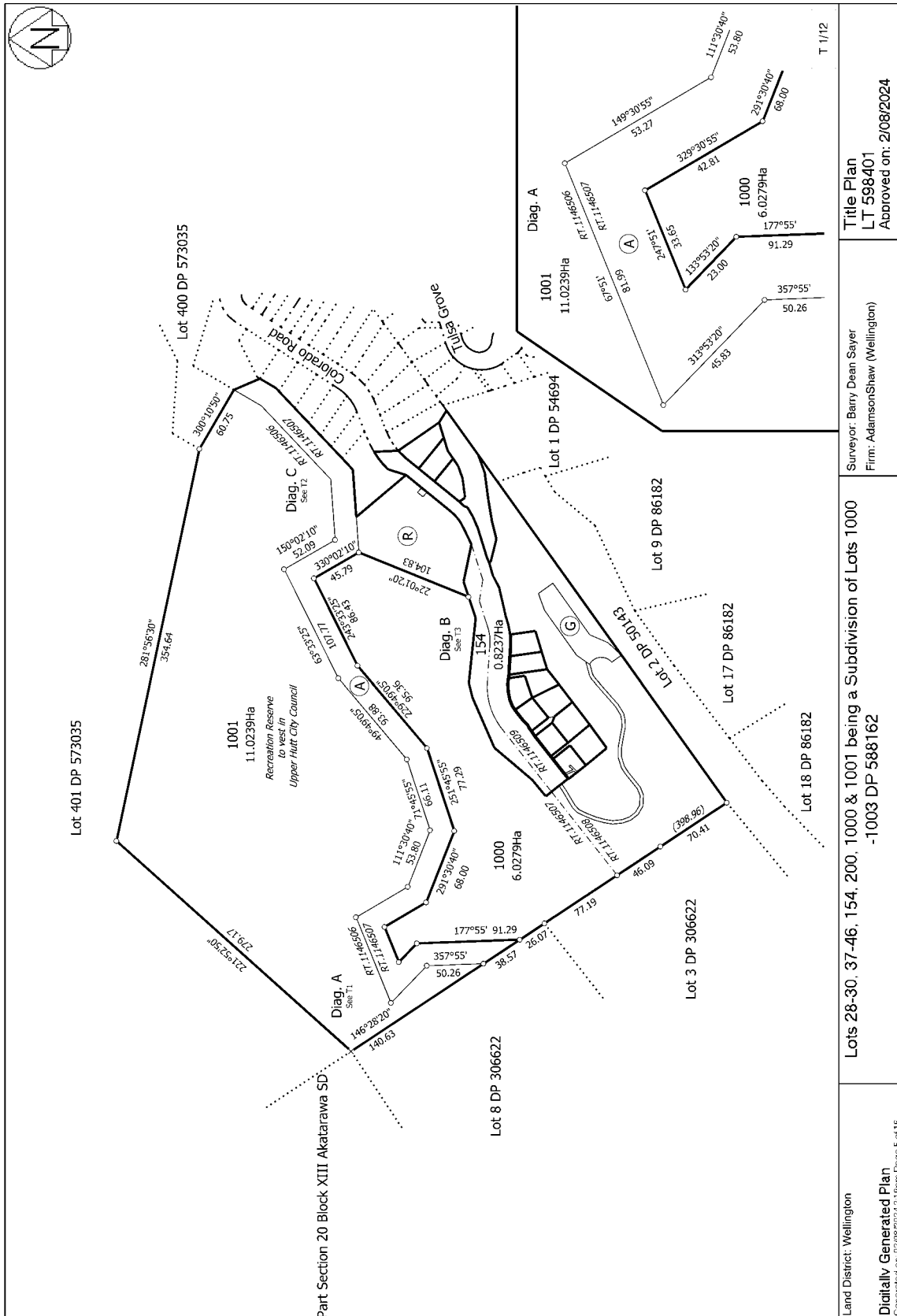
12989412.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 2.8.2024 at 11:11 am

Subject to a right (in gross) to drain water over part marked G and right of way over part marked C all on DP 598401 in favour of Upper Hutt City Council created by Easement Instrument 12989412.8 - 2.8.2024 at 11:11 am

Some of the easements created by Easement Instrument 12989412.8 are subject to Section 243 (a) Resource Management Act 1991(Affects DP 598401)

Fencing Covenant subject to Section 6(2) of the Fencing Act 1978 in Deed 12989412.11 - 2.8.2024 at 11:11 am

13187295.8 Mortgage to First Mortgage Custodians Limited - 17.12.2024 at 6:59 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

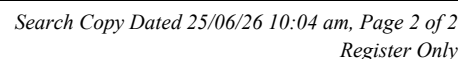
Identifier **25850**
Land Registration District **Wellington**
Date Issued 22 December 2003

Prior References
WN21A/723 WN25A/510

Estate Fee Simple
Area 20.4100 hectares more or less
Legal Description Lot 3-4 Deposited Plan 306622
Registered Owners
Cannon Point Development Limited

Interests

Subject as to the reservations as to coal, gold and silver as set out in No. 516880 (Affects part formerly in CT WN25A/510)
124568.1 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 1.8.1975 at 10.34 am
(Affects part formerly in CT WN25A/510)
Appurtenant hereto is a right of way created by Transfer 5851243.1 - 22.12.2003 at 9:01 am
Appurtenant hereto is a right of way created by Transfer 5851243.2 - 22.12.2003 at 9:01 am (Affects part formerly in CT
WN21A/723)
Appurtenant hereto is a right of way created by Transfer 5851168.2 - 22.12.2003 at 9:02 am (Affects part formerly in CT
WN25A/510)
Subject to Section 241(2) Resource Management Act 1991 (affects DP 306622)
Appurtenant hereto is a right of way created by Transfer 5851494.6 - 22.12.2003 at 9:03 am
The easements created by Transfer 5851494.6 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is a right of way created by Easement Instrument 9024144.1 - 20.4.2012 at 3:20 pm
The easements created by Easement Instrument 9024144.1 are subject to Section 243 (a) Resource Management Act 1991
13187295.8 Mortgage to First Mortgage Custodians Limited - 17.12.2024 at 6:59 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **WN25B/619**

Land Registration District **Wellington**

Date Issued 12 July 1984

Prior References

WN21A/721

Estate	Fee Simple
Area	1.2636 hectares more or less
Legal Description	Lot 1 Deposited Plan 54694
Purpose	Reserve for recreation

Registered Owners

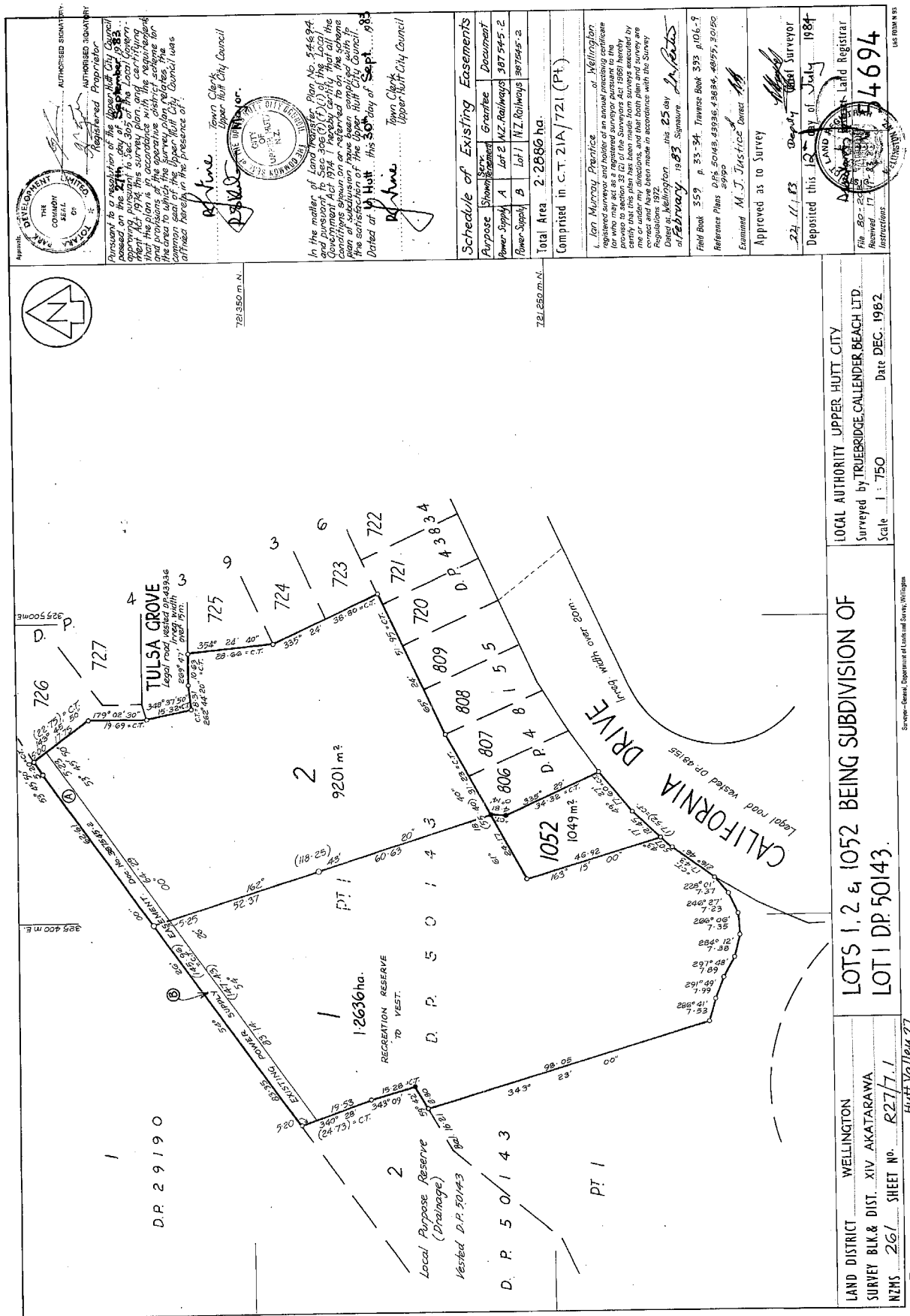
Upper Hutt City Council

Interests

SUBJECT TO THE RESERVES ACT 1977

Subject to a power supply right (in gross) over part marked B on DP 56494 in favour of Her Majesty the Queen for railway purposes created by Transfer 633918.5 - 12.7.1984 at 2.32 pm

Appurtenant hereto is a right of way created by Transfer B675138.1 - 10.7.1998 at 1.28 pm





211984 TE

Approved by the D.L.R., Wellington, No. 549.

[New Zealand.]

MEMORANDUM OF TRANSFER.
AND GRANT

WHEREAS, WILLIAM ALBERT COTTLE of Upper Hutt Farmer (hereinafter together with his executors administrators and assigns referred to as and included in the term "the Grantor") is

being registered as the proprietor

of an estate in fee simple

subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all those pieces of land situate in the Land District

of Wellington containing first three (3) roods seven (7) perches

be the same a little more or less situate in the Hutt County being part of Section 221 Hutt District and shown as Lot 2 on Deposited Plan No. 3691 and being the whole of the land comprised and described in Certificate of Title Volume 248 Folio 154 Wellington Registry and secondly forty five (45) acres seventeen (17) perches be the same a little more or less being the Native Land Court Subdivision Haukaretu A and the whole of the land comprised and described in Certificate of Title Volume 151 Folio 236 SUBJECT HOWEVER to Memorandum of Mortgage No. 106405 given to the Bank of New South Wales AND WHEREAS FRANCIS WHITEMAN, FREDERICK ARTHUR WHITEMAN, CHARLES WHITEMAN and ALBERT GEORGE WHITEMAN all of Upper Hutt aforesaid Farmers (hereinafter together with their respective executors administrators and assigns referred to as and included in the term "the Grantees") are registered as proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of Wellington containing together four hundred and twelve (412) acres one (1) rood and thirty (30) perches be the same a little more or less situate in Blocks XIII and XIV of the Akatarawa Survey District and being Sections 214 and 421 and part of Sections 176 and 226 of the Hutt District TOGETHER WITH the right of way created by Deed No. 95094 over the part of Section 124 of the Hutt District coloured blue on the plan endorsed on Certificate of Title Volume 352 Folio 112 Wellington Registry and being the whole of the land comprised and described in Certificate of Title Volume 352 Folio 112 Wellington Registry (limited as to parcels and title) SUBJECT HOWEVER to Outstanding Deed of Mortgage No. 144683 given to the Public Trustee AND WHEREAS the Grantor some time since agreed to give the Grantees a full right of way over those parts of the said lands

In consideration of the sum of

paid to

by

the receipt of which sum is hereby acknowledged,



do hereby transfer to the said _____

all estate and interest in the said piece of land.

In witness whereof these presents have been executed this

day of _____ one thousand nine hundred and _____

Signed on the day above-named by the said

in the presence of

Witness: Name _____

Occupation _____

Residence _____

467/225

502/39

General Draughting please issue new appellations for the lands in Proclamation 584166 (C.T. PA 517 to be issued).

Areas requiring section numbers as follows:

0-2-08.7	Coloured Orange	S.O. 25105	} One Number Sec. 851 HUTT DIST. 6-2-20.29
1-0-13.84	" Sepia	"	
19.45	" "	"	
20.91	" Blue	"	
1-0-02.54	" "	"	
0-1-00	" Orange	"	} One Number 852 HUTT DIST. 10-1-31
3-1-06.3	" Blue	"	
27.55	" Orange	"	
0-0-01	" Blue	"	
5-3-12	" Orange	"	
4-2-19	" Sepia	"	} One Number 854 HUTT DISTRICT
6-2-32	" Sepia	"	

0-3-32.9 Coloured Red S.O. 25393. One Number
853 HUTT DISTRICT.

NEW APPELLATION DOCUMENT. SEE 831336.

of the Grantor marked "right of way" and coloured yellow on the plan deposited in the Land Registry Office at Wellington as No. 9654 but no formal transfer and grant has hitherto been executed AND WHEREAS about the year 1914 the Grantor and the Grantees erected over the Hutt River at their joint expense a suspension bridge between the two parts of the said right of way in the position shown on the said Deposited Plan No. 9654 and at the time it was agreed between the Grantor and the Grantees that such suspension bridge should be maintained at the joint expense of the Grantor and the Grantees AND WHEREAS the Grantees and PERCIVAL WHITEMAN of Upper Hutt, Farmer, are the lessees for a term of 5 years from the 31st day of July 1928 of Section 177 Hutt District, ^{contained in G.S. 352/113 & other land} from one George Isaac Bengé under Deed of Lease dated the 30th day of July 1928 which Section 177 Hutt District adjoins the lands of the Grantees comprised in Certificate of Title Volume 352 Folio 112 Wellington Registry AND WHEREAS the Grantor and the Grantees have now agreed to enter into and execute these presents NOW THESE PRESENTS WITNESS that in pursuance of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantees in the nature of an easement to run with and be appurtenant to the said land of the Grantees comprised in Certificate of Title Volume 352 Folio 112 Wellington Registry and to run with and be appurtenant to the said Section 177 Hutt District so long as the Grantees or the said Percival Whiteman or any of them or their or his executors administrators or assigns shall be lessees or owners of the said Section 177 Hutt District the full and free right and liberty for the Grantees and their servants agents workmen tenants licensees and all persons having lawful business with them to go return pass and repass through over and along those parts of the said lands of the Grantor marked "right of way" and coloured yellow on the said Deposited Plan No. 9654 with or without horses cattle or other animals or vehicles laden or unladen by day and by night at all times hereafter for all lawful purposes AND THAT in pursuance of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantees in the nature of an easement to run with and be appurtenant to the said land of the Grantees comprised in Certificate of Title Volume 352 Folio 112 Wellington Registry the full and free right and liberty for the Grantees at all times hereafter to erect and maintain on any part or parts of the said right of way poles and electric or other wires provided that such poles shall be erected within four feet of either side boundary of the said right of way and to lay construct and maintain any pipes or drains for the conveyance to or from the said lands of the Grantees of water gas sewage or other substances under the said right of way provided that such pipes or drains shall be laid constructed and maintained with as little interference to the surface of the said right of way as possible AND THESE PRESENTS FURTHER WITNESS that it is hereby expressly covenanted agreed and declared by and between the Grantor and the Grantees as follows -

This is a copy of the original plan deposited in the Land Registry Office at Wellington as No. 9654

Copy of the original plan deposited in the Land Registry Office at Wellington as No. 9654

Copy of the original plan deposited in the Land Registry Office at Wellington as No. 9654

Grant to the Grantees of the right of way over the lands of the Grantor marked "right of way" and coloured yellow on the said Deposited Plan No. 9654

(3)

(1) THAT the said right of way shall be maintained at the joint expense of the Grantor and the Grantees.

(2) THAT should at any time or times hereafter the said right of way require to be repaired and either party hereto neglect or refuse for 14 days after being requested by the other party hereto to join in repairing the said right of way then the party so requesting the other party to join in repairing the said right of way shall be entitled after the expiration of such period of 14 days aforesaid to repair the said right of way and to recover from the other party one half of the cost of so doing.

(3) THAT the said suspension bridge is owned by the Grantor and the Grantees as tenants in common in equal half undivided shares.

(4) THAT the said suspension bridge shall be maintained and renewed in part or in whole if necessary at the joint expense of the Grantor and the Grantees.

(5) THAT should at any time or times hereafter the said suspension bridge require to be repaired or renewed in part or in whole and either party hereto neglect or refuse for 14 days after being requested by the other party hereto to join in repairing or renewing in part or in whole the said suspension bridge then the party so requesting the other party to join in repairing or renewing in part or in whole the said suspension bridge shall be entitled after the expiration of such period of 14 days aforesaid to repair or renew in part or in whole if necessary the said suspension bridge and to recover from the other party one half of the cost of so doing.

(6) THAT in erecting any poles or wires or laying constructing or maintaining any pipes or drains in over or through the said right of way the Grantees shall do so with as little inconvenience to the Grantor and as little disturbance to the surface of the said right of way as possible and shall make good or cause to be made good to the Grantor any loss or damage suffered by him thereby.

AND THESE PRESENTS FURTHER WITNESS that the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantees the right at all times hereafter for the said suspension bridge and all necessary blocks wires and other things necessary for the proper support of the said suspension bridge in its present position to rest upon or be in the said lands of the Grantor as far as may be necessary.

IN WITNESS whereof these presents have been executed this 4th day of December One thousand nine hundred and twenty-nine (1929).

SIGNED by the said WILLIAM ALBERT COTTLE
in the presence of :-

W. A. Cottle

Edmund

Collector

William

Duplicate - original stamped.

I, RAYMOND CARBERY ADDISON, of the City of Wellington Bank Inspector
solemnly and sincerely declare:—

I am the Attorney of the Bank of New South Wales acting under a certain deed
poll or power of Attorney bearing date the 31st day of August one thousand nine hundred
and twenty-eight which is deposited in the Deeds Registry at Wellington and there
numbered 4600 and a copy of which is deposited in the Land Transfer Office at
Wellington and there numbered 6304

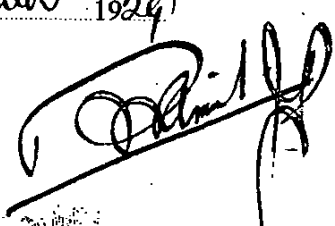
And under the powers by the said deed conferred on me I have executed
the deed dated the 16th day of December 1929
being Consent by Bank as Mortgagee to Deed
of Grant of Right of Way affecting 1. 33rd being
Part 6/1. 151/236

And I have not received any notice of the revocation of the said deed poll or
power of Attorney by the dissolution of the said Bank or otherwise.

And I make this solemn declaration conscientiously believing the same to be true
and by virtue of "The Justices of the Peace Act 1927."

Declared at Wellington this
16th day of December 1929

Before me:—


A Justice of the Peace in and for the Dominion of New Zealand.

or

A Solicitor of the Supreme Court of New Zealand.

SIGNED by the said FRANCIS WHITEMAN
in the presence of :-

F. Robertson J.P. } Francis Whiteman
Crashhulder
Upper Salt

SIGNED by the said FREDERICK ARTHUR WHITEMAN
in the presence of :-

F. Robertson J.P. } Frederick Arthur Whiteman
Crashhulder
Upper Salt

SIGNED by the said CHARLES WHITEMAN
in the presence of :-

F. Robertson J.P. } Charles Whiteman
Crashhulder
Upper Salt

SIGNED by the said ALBERT GEORGE WHITEMAN
in the presence of :-

F. Robertson J.P. } Albert George Whiteman
Crashhulder
Upper Salt

21-1984

No. Transfer of and Grant

situate in Hutt District

Consent for the purposes of the Land Transfer Act.

SURRENDERED

W. A. COTTE

Grantor
Vendor

F. WHITEMAN & SONS

Grantee
Purchaser

G. B. Briggs

Solicitor for the Transferee.

Transfer 2995993 Surrender of the
various rights appurtenant to the
land in plan 32959 over part Lot
2 plan 3691 (LT 578/45) - Taken
Back Developments Limited to
Nivian George Cottle, Ernest John Cottle
and Elizabeth Margaret Shannon -
1.12.1971 2.12.02pm

Particulars entered in the Register Book

Vol 151 Folio 236, 237, 238

35/4/72, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

the 30th day of April

1931 at 2.30 o'clock.



M. L. Dwyer
Assistant District Land Registrar
WELLINGTON

The Bank of New South Wales hereby consents and covenants to the execution of a
Mortgage Registered number 10625 (Wellington Registry) affecting the land
in Certificate of Title Volume 151 Folio 236 hereinbefore described DOTH HEREBY
consent to the foregoing Grant of Right of Way.

DATED at Wellington this 16th day of December 1929.

SIGNED by the BANK OF NEW SOUTH WALES
by its attorney RAYMOND CARBERY ADDISON
in the presence of :-

The Bank of New South Wales
By its Attorney

Macalister

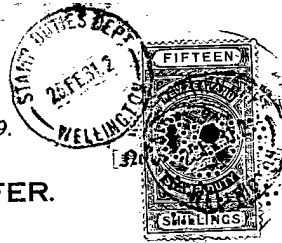
*Grants of the Bank Office
Wellington*

MAZENGARB, HAY & MACALISTER,
Solicitors,
Wellington.



2/2025 TE

Approved by the D.L.R., Wellington, No. 549.



(C).

MEMORANDUM OF TRANSFER.

WHEREAS, FRANCIS WHITEMAN, FREDERICK ARTHUR WHITEMAN, CHARLES WHITEMAN and ALBERT GEORGE WHITEMAN, all of Upper Hutt, Farmers, are

being registered as the proprietors of an estate in fee simple as tenants in common in equal shares subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all those pieces of land situate in the Land District of Wellington containing first eight hundred and twenty four (824) acres two (2) roods thirty two (32) perches be the same a little more or less being Sections 10, 11, 14, 18 and 22 Block XIII Akatarawa Survey District and being the whole of the land comprised and described in Certificate of Title Volume 156 Folio 75 Wellington Registry SUBJECT HOWEVER to the reservations as to coal gold and silver as set out on the said Certificate of Title AND SUBJECT to the fencing covenant contained in Transfer No. 59697 Secondly seventy one (71) acres twenty (20) perches be the same a little more or less being part of Section 17 Block XIII Akatarawa Survey District and being also Lot 2 on Deposited Plan No. 9869 and part of the land comprised and described in Certificate of Title Volume 83 Folio 83 Wellington Registry SUBJECT HOWEVER to the reservations as to coal gold and silver as set out in the said Certificate of Title: And Thirdly two hundred and fifty four (254) acres three (3) roods and thirty six (36) perches be the same a little more or less situate in Blocks XIII and XIV of the Akatarawa Survey District and being parts of Sections 176, 214 and 226 of the Hutt District and being also Lot 2 on Deposited Plans Numbers 9905 and 9906 and being part of the land comprised and described in Certificate of Title Volume 352 Folio 112 Wellington Registry TOGETHER WITH a right of way created by Deed No. 95094 over part of Section 124 of the Hutt District as defined on Certificate of Title Volume 157 Folio 89 and coloured blue on the plan endorsed on the said Certificate of Title Volume 352 Folio 112 AND TOGETHER WITH the right of way and other rights created by Transfer No. 211984 BUT SUBJECT HOWEVER as to the part of Lot 2 on Deposited Plan No. 9906 coloured yellow and marked "right of way" to the right of way and other rights created by Memorandum of Transfer Dated the 6th day of January 1936 from the transferors hereunder to GEORGE ISAAC BERGE and Registered No. 211986 AND WHEREAS by a certain Deed of Partnership dated the 15th day of September 1925 and made between the said Francis Whiteman, Frederick Arthur Whiteman, Charles Whiteman and Albert George Whiteman and Percival Whiteman of In consideration of the sum of Upper Hutt, Farmer, it was acknowledged and declared that although the said Francis Whiteman, Frederick Arthur Whiteman, Charles Whiteman and Albert George Whiteman were the registered proprietors of (inter alia) the said lands the said lands were in fact at the date thereof owned by the said Francis Whiteman, Frederick Arthur Whiteman, Charles Whiteman, Albert George Whiteman and Percival Whiteman as tenants the receipt of which sum is hereby acknowledged.



6-5-31

franklin per
+8

in common in equal shares AND WHEREAS by a certain Deed of Partition dated the 6th of February 1930 and made between the said Francis Whiteman, Frederick Arthur Whiteman, Charles Whiteman, Albert George Whiteman and Percival Whiteman it was covenanted agreed and declared by and between the parties thereto (inter alia) that the said lands were thereby partitioned and appropriated to the said Francis Whiteman in severalty and that the said Francis Whiteman should pay to the other parties thereto the sum of £1230:14: 9 for equality of partition AND WHEREAS the said Francis Whiteman has now requested the other parties to the said Deed dated the 6th day of February 1930 to transfer their shares and interests in the said lands to him in pursuance of the said Deed NOW THESE PRESENTS WITNESS that the said Frederick Arthur Whiteman Charles Whiteman and Albert George Whiteman in pursuance of the premises and in consideration of the sum of £1230:14: 9 paid or secured to them and the said Percival Whiteman by the said Francis Whiteman (the receipt whereof is hereby acknowledged) and at the request and by direction of the said Percival Whiteman (testified by his being a party to and executing these presents) DO and each of them DOTH HEREBY TRANSFER to the said Francis Whiteman all their respective estates and interests in the said pieces of land subject as aforesaid (to the intent that the said Francis Whiteman shall be registered as sole proprietor of the said pieces of land) TOGETHER WITH the full and free right and liberty for the said Francis Whiteman and the owner or owners for the time being of the said pieces of land and his her and their agents workmen servants visitors and licensees in common with all other persons having or acquiring a like

In witness whereof these presents have been executed this right at all times hereafter by day and by night with or without horses cattle or day of one thousand nine hundred and animals or vehicles laden or unladen to go return pass and repass through over and along that portion of Lot 1 on Deposited Plan No. 9906 coloured yellow on Deposited Plan No. 9906 and marked "right of way" also that portion of Section 176A Block XIV Akatarawa Survey District coloured yellow and marked "right of way" on Deposited Plan No. 9868 AND TOGETHER WITH the full and free right and liberty for the said Francis Whiteman and the owner or owners for the time being of the said lands hereby transferred in common with all other persons having or acquiring a like right at all times hereafter

Signed on the day above named by the said to erect and maintain on any part or parts of the said right of way poles and electric wires or any other wires provided that such poles shall be erected within four feet of either side boundary of the said right of way and to lay construct and maintain any

Witness Name pipes or drains for the conveyance to or from the said lands of gas sewage or other

Occupation substances under the said right of way provided that such pipes or drains shall be laid

Residence constructed and maintained with as little interference to the surface of the said right of way as possible AND TOGETHER WITH the full and free right and liberty for the said Francis Whiteman and the owner or owners of the said pieces of land in common with all other persons having or acquiring a like right at all times hereafter to draw from the stream running through Section 226 of the Hutt District at the point marked "intake" on the said Deposited Plan No. 9905 and through the pipes laid under Sections 226 214 and 176 of the Hutt District along the line marked "pipe line" on the said Deposited Plans Numbers 9905 and 9906 as much water as the said Francis Whiteman and the owner

or owners for the time being of the said lands shall reasonably require for all ordinary uses of the said lands: PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY COVENANTED AGREED AND DECLARED by and between the said Francis Whiteman, Frederick Arthur Whiteman, Charles Whiteman, Arthur George Whiteman and Percival Whiteman as follows -

(1) THAT the said right of way hereby granted shall be maintained at the joint expense of the owners for the time being of Section 177 of the Hutt District and Lots 1 and 2 on Deposited Plan No. 9906.

(2) THAT should at any time or times hereafter the said right of way require to be metalled or repaired and any of the said persons hereby responsible for keeping it in repair neglect or refuse for 14 days after being requested by the other person or persons to join in repairing the said right of way then the person or persons so requesting the other person or persons to join in repairing the said right of way shall be entitled after the expiration of such period of 14 days aforesaid to repair the said right of way and to recover from the other person or persons his or their proportion or proportions of the cost of so doing.

(3) THAT the said Francis Whiteman will whenever called upon so to do by the owner or owners for the time being of the said Section 177 and/or Lot 1 on Deposited Plan No. 9906 dedicate the fee simple of so much of the said right of way as is comprised in Lot 2 on Deposited Plan No. 9906 to the Hutt County Council or other local authority in whose boundaries the said right of way may be for the time being as a public road or street and will sign execute do and pay for all documents and things

necessary to enable such dedication to be completed. *Provided however that any formation or metalling required by any local authority to be made on the said right of way shall be borne and paid by the owner or owners for the time being of the said Section 177 and/or Lot 1 on Deposited Plan No. 9906.*

(4) THAT the transferors hereunder or the owner or owners for the time being of Lot 1 on Deposited Plan No. 9906 will whenever called upon so to do by the said Francis Whiteman or the owner or owners for the time being of the said Section 177 dedicate the fee simple of so much of the said right of way as is comprised in Lot 1 on Deposited Plan No. 9906 and in Deposited Plan No. 9868 to the Hutt County Council or other local authority in whose boundaries the said right of way may be for the time being as a public road or street and will sign execute do and pay for all

documents and things necessary to enable such dedication to be completed. *Provided however that any formation or metalling required by any local authority to be made on the said right of way shall be borne and paid by the owner or owners for the time being of the said Section 177 and/or Lot 1 on Deposited Plan No. 9906.*

(5) THAT the said intake and pipe line shall be maintained repaired cleaned and renewed when necessary at the joint expense of the owner or owners for the time being of Lots 1 and 2 on Deposited Plan No. 9906 and that the owner or owners for the time being of the said Lot 2 shall be at liberty at all reasonable times to enter upon Lot 1 on Deposited Plans No. 9905 and 9906 with or without workmen and tools and to maintain repair renew inspect or clean the said intake and pipe line but no pipe of a greater diameter than that at the date of the execution of these presents existing along the said pipe line shall be laid by the owner of the said Lot 2 in substitution for such existing pipes without the written consent of the owner for the time being of the said Lot 1.

AND the said Percival Whiteman DOETH HEREBY RATIFY AND CONFIRM the foregoing transfer and grants AND the said Francis Whiteman DOETH HEREBY ACCEPT the foregoing transfer and grants.

IN WITNESS whereof these presents have been executed the
One thousand nine hundred and thirty ^{one 1931} (1930).

6th day of January

F.A.W.
F.W. 26.3.31
944

SIGNED by the said FRANCIS WHITEMAN
in the presence of :-

Francis Whiteman

G. S. Briggs

Donna

Wellington

SIGNED by the said FREDERICK ARTHUR WHITEMAN
in the presence of :-

Frederick Arthur Whiteman

G. S. Briggs

Donna

Wellington

SIGNED by the said CHARLES WHITEMAN
in the presence of :-

Charles Whiteman

G. S. Briggs

Donna

Wellington

SIGNED by the said ALBERT GEORGE WHITEMAN
in the presence of :-

Albert George Whiteman

G. S. Briggs

Donna

Wellington

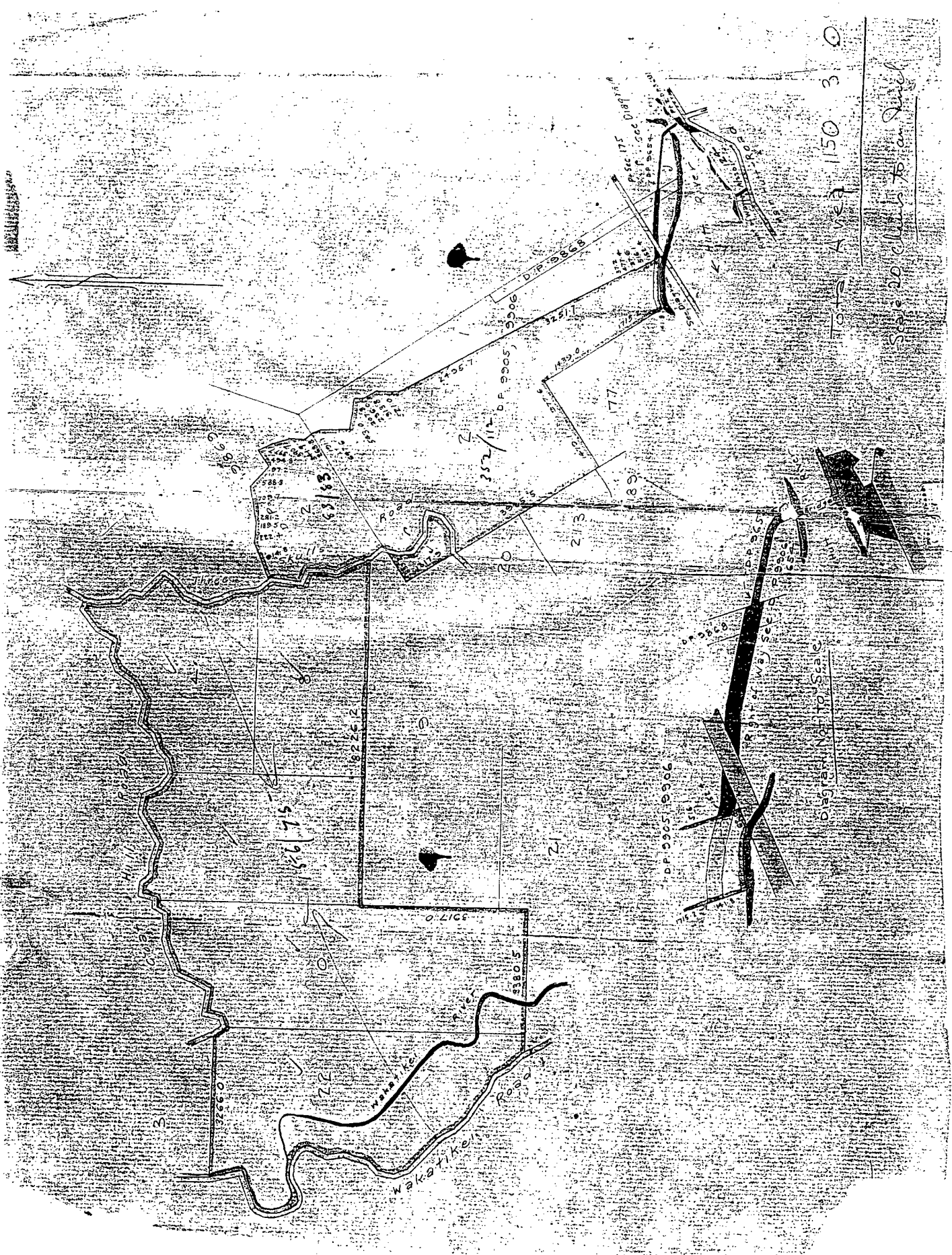
SIGNED by the said PERCIVAL WHITEMAN
in the presence of :-

Percival Whiteman

G. S. Briggs

Donna

Wellington



TOTAL AREA 150 3 0

See also sketch to a. D. 11

Original Not to Scale

212025

No. *Transfer of Freehold*
situate in *the Hutt District*

Correct for the purposes of the Land Transfer Act.

SURRENDERED
See Transfer 94203
28.11.12
AM

WHITEMAN & CO.

Vendor.

WHITEMAN

Purchaser.

426/176

Particulars entered in the Register Book.

Vol. *352* Folio *112, 156/15, 13/13*
180/219

the *14th* day of *May*
19*31* at *2.35* o'clock.



W. N. Lane
Assistant District Land Registrar
WELLINGTON.

E. E. Higgs

Solicitors for the Transferee.

*To the District Land Registrar
Wellington*
*Please issue one new certificate
of title for all the lands
comprised in this form of
Surrender and transfer to
McLulloch and Walter Richard Bradley
General Finance Limited*
E. E. Higgs

Transfer 792676 Surrender of the
water rights created herein over
part Lot 3 Plan 27815 (part C.T. 68/1486)
as appurtenant to Lot 1 Plan 29190
(C.T. 68/908) and bal. C.T. 859/33
~~to Ronald H. Pinell~~
*McLulloch and Walter Richard Bradley
General Finance Limited
24.7.1969 at 2.15p*

Transfer 796558 Surrender of
the water rights created *over Lot 1 Plan 29867*
herein appurtenant to the
land in *68/908, 859/33 and 68/908*
*Ronald H. Pinell, McLulloch and
Walter Richard Bradley to
General Finance Limited*
26.8.1969 at 2pm J. Kieran ALR

Further fees
6/12/1931
anal
12/5/31
34/1/31
15/2/35
2.35
of right of way

MAZENGARB, HAY & MACALISTER,
Solicitors,
Wellington.



NO.

792676

RECALL FILE LABEL



F5000003436425

Correct for the purposes of the Land Transfer Act.

TRANSFER

of FREEHOLD LANDS

Sited in the Land Registration District of Wellington.

Solicitor for the Transferee

ELLEN WHITEMAN AND OTHERS

Transferor

TOTARA PARK DEVELOPMENT
LIMITED

Transferee

PSE 792676 Partial Surrender

Cpy - 01/01.Pgs - 003, 31/05/04, 13:52

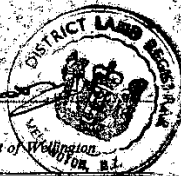


DocID 411019912

PARTICULARS entered in Register Book.

Vol. 859 Folio 33, 68/908
and T 212025 1486
the 24 JUL 1969
at 2.15 o'clock.

District Land Registrar
of the District of Wellington



Collected \$2
Hand to
Affidavit

3-2-69
2-2-69

LAND & DEEDS	
Nature:	Transfer / Surrender / Easement / T212025
Firm:	Dumas
Date:	24-7-69
Time:	2.15pm
Fee:	\$
Abstract No.	5374

ROWE, O'SULLIVAN & CO.
SOLICITORS

PALMERSTON NORTH, N.Z.

Approved by the Registrar-General of Land, Wellington, No. 62/541431

NEW ZEALAND

MEMORANDUM OF TRANSFER

WHEREAS ~~WALTER RICHARD BRADLEY~~, ~~WILLIAM~~, RONALD ASPINALL McCULLOCH, Accountant, and WALTER RICHARD BRADLEY, Farmer, all of Upper Hutt, as Executors, (hereinafter called "the dominant owners")

are being registered as the proprietors of an estate in fee-simple

subject however to such encumbrances liens and interests as are notified by memoranda

underwritten or endorsed hereon in all those pieces of land situated in the

Land Registration District of Wellington

3. Here state area, exclusive of roads intersecting the same, if any. containing* FIRST: ONE HUNDRED AND THIRTY-FOUR ACRES THREE ROODS THIRTY-FIVE PERCHES (134 acs. 3 rds. 35 pchs.) more or less situate in Blocks XIII and XIV of the Akatarawa Survey District being part Sections 214 and 226 Hutt District being also Lot 1 on Deposited Plan 29190 and being all the land comprised and described in be the same a little more or less Certificate of Title No. 6B/908 (Wellington Registry)

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the instrument or deposited in the Land Registry Office.

TOGETHER WITH (a) the right-of-way, right to erect and maintain poles and electric wires, and right to lay pipes and drains created variously by Transfers 211984 and 212025. and the part (b) the water rights over part Lot 1 Plan 9905 and part Lot 1 Plan 29867* shown marked "Pipe Line" on the said plans created by Transfer 212025.

AND SUBJECT TO the reservation as to coal, gold and silver set out in K 516880

AND SECONDLY: NINE HUNDRED AND FIFTY-SIX ACRES THREE ROODS THIRTY-ONE DECIMAL FIVE SIX PERCHES (956 acs. 3 rds. 31.56 pchs.) more or less situate in Blocks XII and XIV Akatarawa Survey District being Sections 10, 11, 14 and 18 and part Sections 17 and 22 Block XII Akatarawa Survey District and part Sections 226 Hutt District and part being also Lot 2 on Deposited Plan 9869 and part Lot 2 on Deposited Plan 9905 and being the balance of the land comprised and described in Certificate of Title Volume 859 Folio 33 (Wellington Registry)

TOGETHER WITH (a) as to the part Lot 2 Plan 9905 is a right-of-way, right to erect and maintain poles and electric wires, and right to lay pipes and drains created by Transfer 211984. (b) a right-of-way to erect and maintain poles and electric wires and right to lay drains created by Transfer 212025. (c) the water rights over part Lot 1 Plans 9905 and 9906 created by Transfer 212025. and the part (d) the water rights over part Lot 1 Plan 29867* shown marked "Pipe Line" on the said plans created by Transfer 212025. AND SUBJECT TO (a) the reservation as to coal, gold and silver set out in K 516880 (b) fencing covenant in Transfer 59697

AND WHEREAS TOTARA PARK DEVELOPMENT LIMITED a duly incorporated Company having its registered office in the City of Wellington is registered as the proprietor of an estate in fee-simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situate in the Land Registration District of Wellington containing TWENTY ACRES (20 acs.) ONE ROOD (1 rd.) SIXTEEN PERCHES (16 pchs.) more or less situate in Block XIV of the Akatarawa Survey District being part Sections 176, 176A, 214 and 421 Hutt District and being those portions of Lot 3 on Deposited Plan 27815 as are comprised in Certificate of Title No. 6B/1486 (Wellington Registry) TOGETHER WITH the rights-of-way, right to erect and maintain poles and electric wires and rights to lay pipes and drains created variously by Transfers 211984 and 212025 AND SUBJECT TO (a) the water rights appurtenant to Lot 1 Plan 29190 and to the balance of the land in Certificate of Title 859/33 created by Transfer 212025 (b) Mortgage 691213

AND WHEREAS the water rights created by Transfer 212025 over the land secondly above described and shown marked "Pipe Line" on Plan 27815 and appurtenant to the land first above described are no longer used by the dominant owners and it is intended that such water rights be released, surrendered and extinguished

~~In consideration of the sum of~~

~~paid to~~

~~by~~

~~the receipt of which sum hereby acknowledge~~

NOW THEREFORE to give effect to the said intention the dominant owners
DOETH HEREBY TRANSFER, RELEASE AND SURRENDER to the registered proprietor of the
land secondly above described all their right, title, estate or interest in and
over such lands created by the said Transfer 212025 TO THE INTENT that the
~~Do~~ ~~hereby Transfer to the said~~ easement created thereby over the land secondly above
described be wholly extinguished and shall merge in the fee-simple of such land
secondly above described.

5. Or a lesser estate or
interest describing such lesser
estate.

~~all~~

~~estate and interest in the said piece~~ of land

IN WITNESS WHEREOF these presents have been executed this 3rd day of July
1969.

SIGNED by the said ELLEN WHITEHEAD
in the presence of:-

SIGNED by the said RONALD
ASPINALL McCULLOCH in the presence
of:-

SIGNED by the said WALTER RICHARD
BRADLEY in the presence of:-

In Witness whereof these presents have been executed this _____ day of _____

~~one thousand nine hundred and~~

THE COMMON SEAL of TOTARA PARK
DEVELOPMENT LIMITED (which hereby
certifies that there are no
~~Signed~~ ~~by the said~~
outstanding equities to prevent
merger as aforesaid) was hereby
affixed

in the presence of

... R. G. Brown Smith Director

... W. G. Brown Smith Secretary



796558

NO.

Correct for the purposes of the Land Transfer Act.

TRANSFER
of FREEHOLD LANDSSituating in the Land Registration District of
Wellington.RONALD ASPINALL McCULLOCH AND ANOTHER
ELLER WHITEMAN AND OTHERS TransferorGENERAL FINANCE LIMITED Transferee

RECALL FILE LABEL



F5000003436424

PARTICULARS entered in Register Book.

Vol. 859, Folio 33
68/908 and 1485.the 26 AUG 1969 19
at 2.00 p.m. o'clockDistrict Land Registrar
Assistant of the District of Wellington68/908 and 1485
859/33CT. 859/33
68/908on Dealing
in 7.1969
Page 147

LAND & DEEDS	
Nature:	Transfer (Sup. Easement)
Firm:	Dunne
Date:	26-8-1969
Time:	2.00
Fee:	\$ 8.00
Abstract No.:	1485

ROWE, O'SULLIVAN & CO.
SOLICITORS
PALMERSTON NORTH, N.Z.

MEMORANDUM OF TRANSFER

WHEREAS ~~WALTER RICHARD BRADLEY~~, ~~Walter~~, RONALD ASPINALL McCULLOCH, Accountant, and WALTER RICHARD BRADLEY, Farmer, all of Upper Hutt, as Executors, (hereinafter called "the dominant owners")

1. Here state nature of the ^{are} being registered as the proprietors of an estate in fee-simple

subject however to such encumbrances liens and interests are notified by memoranda

2. District, county, or township. underwritten or endorsed hereon in all those pieces of land situated in the

Land Registration District of Wellington

3. Here state area, exclusive of roads intersecting the same, if any. containing FIRST: ONE HUNDRED AND THIRTY-FOUR ACRES THREE ROODS THIRTY-FIVE PERCHES (134 acs. 3 rds. 35 pchs.) more or less situate in Blocks XIII and XIV of the Akatarawa Survey District being part Sections 214 and 226 Hutt District being also Lot 1 on Deposited Plan 29190 and being all the land comprised and described in ~~be the same a little more or less~~ Certificate of Title No. 6B/908 (Wellington Registry)

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the Instrument or deposited in the Land Registry Office.

TOGETHER WITH (a) the right-of-way, right to erect and maintain poles and electric wires, and right to lay pipes and drains created variously by Transfers 211984 and 212025. (b) the water rights over part Lot 1 Plan 9905 and part Lot 1 Plan 29867 shown marked "Pipe Line" on the said plans created by Transfer 212025.

AND SUBJECT TO the reservation as to coal, gold and silver set out in K 516880

AND SECONDLY: NINE HUNDRED AND FIFTY-SIX ACRES THREE ROODS THIRTY-ONE DECIMAL FIVE SIX PERCHES (956 acs. 3 rds. 31.56 pchs.) more or less situate in Blocks XII and XIV Akatarawa Survey District being Sections 10, 11, 14 and 18 and part Sections 17 and 22 Block XIII Akatarawa Survey District and part Sections 226 Hutt District and part being also Lot 2 on Deposited Plan 9869 and part Lot 2 on Deposited Plan 9905 and being the balance of the land comprised and described in Certificate of Title Volume 859 Folio 33 (Wellington Registry)

TOGETHER WITH (a) as to the part Lot 2 Plan 9905 is a right-of-way, right to erect and maintain poles and electric wires, and right to lay pipes and drains created by Transfer 211984. (b) a right-of-way to erect and maintain poles and electric wires and right to lay drains created by Transfer 212025. (c) the water rights over part Lot 1 Plans 9905 and 9906 created by Transfer 212025.

AND SUBJECT TO (a) the reservation as to coal, gold and silver set out in K 516880 (b) fencing covenant in Transfer 59697

(all the above described land being hereinafter called "the land first above described") AND WHEREAS GENERAL FINANCE LIMITED a duly incorporated Company having its registered office in the City of Lower Hutt is registered as the proprietor of an estate in fee-simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situate in the Land Registration District of Wellington containing ONE HUNDRED AND TEN ACRES (110 acs.) more or less situate in Block XIV of the Akatarawa Survey District being part Sections 176 and 176A Hutt District part Haukaretu B2 being also Lot 1 on Deposited Plan 29867 and being all the land comprised and described in Certificate of Title No. 6B/1485 (Wellington Registry) TOGETHER WITH (a) the rights-of-way, right to erect and maintain poles and electric wires and rights to lay pipes and drains created variously by Transfers 211984 and 212025 (b) as to the part formerly part of Lot 2 Plan 27815 is a water right over part Lot 1 Plan 9905 and part Lot 3 Plan 27815 shown marked "Pipe Line for water supply" on Plan 9906 created by Transfer 212025 AND SUBJECT TO as to the part marked "water supply pipe line easement" on Plan 29867 to water rights appurtenant to (now) Lot 1 Plan 29190 and to the balance of the land in Certificate of Title 859/33 and part Lot 2 Plan 27815 created by Transfer 212025 (hereinafter called "the land secondly above described") AND WHEREAS the water rights created by Transfer 212025 over the land secondly above described and shown marked "Pipe Line" on Plan 27815 and appurtenant to the

29 JUL 69 3 30 0

1-000.001.50

Stamp Duty FY

In consideration of the sum of

paid to

by

the receipt of which sum hereby acknowledge

land first above described are no longer used by the dominant owners and it is intended that such water rights be released, surrendered and extinguished NOW THEREFORE to give effect to the said intention the dominant owners DOTH HEREBY TRANSFER, RELEASE AND SURRENDER to the registered proprietor of the land secondly above described all their right, title, estate or interest in and over such lands created by the said Transfer 212025 Do hereby Transfer to the said TO THE INTENT that the easement created thereby over the land secondly above described be wholly extinguished and shall merge in the fee-simple of such land secondly above described.

5. Or a lesser estate or interest describing such lesser estate.

IN WITNESS WHEREOF these presents have been executed this 4th day of July 1969.

SIGNED by the said ELLEN WHITEMAN in the presence of:-

SIGNED by the said RONALD ASPINALL McCULLOCH in the presence of:-

SIGNED by the said WALTER RICHARD BRADLEY in the presence of:-

In Witness whereof these presents have been executed this day of

one thousand nine hundred and THE COMMON SEAL of GENERAL FINANCE LIMITED (which hereby certifies that there Signed are no by the said outstanding equities to prevent merger as aforesaid) was hereunto affixed

in the presence of

Director.
Secretary
Director.

View Instrument Details



Instrument No	12789690.4
Status	Registered
Date & Time Lodged	25 September 2023 10:10
Lodged By	Kiteley, Lisa Maria
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1042229	Wellington
1042241	Wellington

Annexure Schedule Contains 3 Pages.

Signature

Signed by Tessa Faye Doherty as Territorial Authority Representative on 22/09/2023 01:10 PM

*** End of Report ***

IN THE MATTER OF

Section 221 of the Resource
Management Act 1991

TO: The District Land Registrar, Wellington

CONSENT NOTICE

I CERTIFY that by resolutions dated 25 February 2021, 22 December 2021 and 25th July 2023 made pursuant to the Resource Management Act 1991, the Upper Hutt City Council ("the Council") approved a staged subdivision of the Land described in the First Schedule hereto, BUT subject inter alia, to the issue of this CONSENT NOTICE in respect of the conditions set out in the Second Schedule hereto AND subject also to the registration of this CONSENT NOTICE against the titles of the Lots listed in the First Schedule.

DATED at Upper Hutt this 21st day of September 2023.



Bridget Herries
**RESOURCE CONSENTS AND COMPLIANCE MANAGER
AND AUTHORISED OFFICER
UPPER HUTT CITY COUNCIL**

FIRST SCHEDULE

"The Land"

Being all of the land in Record of Titles 1042241 and 1042229 (Wellington Registry).

"The Lots"

Lots 12-27, 31-36, 1000-1003 and 2001 DP 588162

SECOND SCHEDULE

The subdivisional conditions that are the subject of this **CONSENT NOTICE** are:

Stormwater Management

1. As part of the development stormwater management system, Lots 12 - 27 and 31 - 36 shall be provided with individual stormwater management systems. The stormwater management design must be approved in writing by the Wellington Water Land Development Team and the following aspects must be met.
 - (i) The owner of Lots 12 - 27 and 31 - 36 must at the time of house construction, construct an approved stormwater management system or systems in accordance with plans approved under the Building Consent and agreed with the Wellington Water Land Development Team.
 - (ii) The stormwater management system(s) must be designed so that the total stormwater discharge post-development from Lots 12 - 27 and 31 - 36 for all events up to the 1% AEP event must be less than or equal to the stormwater runoff flows prior to the development.
 - (iii) The stormwater management systems must incorporate rainwater harvesting for re-use for toilet flushing, irrigation and other non-potable uses within the residential lot
 - (iv) The owners of Lots 12 - 27 and 31 - 36 must ensure that all connections to the system(s) are trapped to minimise debris entering the system.
 - (v) Following construction of the stormwater management systems, an as-built plan and a maintenance schedule must be made available for future property owners. The plan and schedule must be approved by the Wellington Water Land Development Team.
 - (vi) The owner of Lots 12 - 27 and 31 - 36 must follow the required operation, maintenance and renewal of the systems, set out in the maintenance schedule, to ensure it is in full working order at all times.
 - (vii) The owners of Lots 12 - 27 and 31 - 36 cannot increase stormwater discharge, through an increase in non-permeable areas, without Council approval; as an increase in stormwater discharge may result in failure of the stormwater detention systems.

Future buildings

2. Bare galvanised, zinc alum or unpainted metal (including copper) may result in contamination of stormwater runoff upon corrosion of surfaces and therefore shall not be used for exterior construction, including but not limited to roofing, cladding, gutters and downpipes.
3. Any vehicle access constructed at building stage that adjoins the public road shall comply with the following:

- (i) The design of vehicle crossings shall be in accordance with Council's Engineering Standards, Drawing Number 5904 Figure 6, Appendix B, Maximum Design Gradients for Vehicular Access to Property or CM1005-93R (Maximum Design for Vehicular Access to Property).
- (ii) Any residential vehicle crossing from the carriageway to the road/property boundary shall be located such that the vehicle crossing is clear of:
 - Street lighting columns.
 - Street berm trees.
 - The connection points of underground utility service connections to the property.
 - Utility service junction boxes or underground service pits.
 - Drainage sumps.

Geotechnical

4. At the Building Consent stage, specifically designed foundations by a suitably qualified engineer shall be required for any building constructed within the zone marked "Area 2" of potential instability (as indicated in the Slope Stability Analysis Report prepared by Engeo Limited Dated 2 December 2020) on Lots 14 to 27 and Lots 31 to 36. The extent of area requiring specifically designed foundations shall be confirmed by the engineer undertaking the design.

The Geotechnical Investigation Report (prepared by ENGEO, dated 2 December 2020) is held on Council's file (RM2010109).

5. At the Building Consent stage, site specific slope stability analysis and anchor design by a suitably qualified Geotechnical engineer shall be required for any building constructed within the zone marked "Area 3" of potential instability (as indicated in the Slope Stability Analysis Report prepared by Engeo Limited Dated 2 December 2020) on Lots 14 to 27 and 31 to 36. The extent of area requiring site specific slope stability analysis and anchor design shall be confirmed by the engineer undertaking the design.

A Geotechnical Investigation Report (prepared by ENGEO, dated 2 December 2020) is held on Council's file (RM2010109).

Unserviced Lot (Lot 2001)

6. Lot 2001 is an unserviced lot, not intended for development at this stage. If development of this site were to be undertaken in the future it will be the developer's responsibility to provide the lot with water supply, stormwater and wastewater service connections appropriate for the nature of the development.

Protection of Indigenous Vegetation

7. Indigenous vegetation located to the rear of Lots 15–27 and Lots 31-36 shall be permanently protected, in as much as the consent holder and future landowners shall not:
- (i) Fell, remove, burn or take any native trees or plants of any kind (except in the control of weeds listed in the Regional Pest Management Strategy);
 - (ii) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than the local indigenous native flora, or introduce any substance injurious to plant life except in the control of noxious plants;
 - (iii) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance, provided that after the completion of any such work all rubbish or materials are removed and the land is left in a clean and tidy conditions
 - (iv) Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise be present.



View Instrument Details

Instrument No 12789690.7
Status Registered
Date & Time Lodged 25 September 2023 10:10
Lodged By Kiteley, Lisa Maria
Instrument Type Covenant (All types except Land covenants)



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1117837	Wellington
1137296	Wellington
1137297	Wellington
1146505	Wellington
1146506	Wellington
1146507	Wellington

Annexure Schedule Contains 3 Pages.

Signature

Signed by Tessa Faye Doherty as Grantor/Grantee Representative on 22/09/2023 01:10 PM

*** End of Report ***

FENCING COVENANT

Background

- A. Cannon Point Development Limited ("the Owner") is the registered proprietor of the land described in the First Schedule hereto ("the Owner's land").
- B. Upper Hutt City Council ("the City") is the registered proprietor of the land described in the Second Schedule hereto ("the City's land").
- C. The Owner's land adjoins the City's land.
- D. The Owner was a party to an application to the City for approval of a subdivision affecting the Owner's land.
- E. The City approved the subdivision subject, inter alia, to the condition that the Owner execute this Fencing Covenant in favour of the City.
- F. The Owner has agreed to the condition.

Now Therefore:

- 1. In consideration of the premises and in consideration of the sum of ONE DOLLAR (\$1.00) paid to the Owner by the City, the Owner hereby covenants with the City that the Owner will not call upon the City nor shall the City be liable to pay for or to contribute towards the cost of erection or maintenance of any boundary fence between the Owner's land or any part or parts thereof AND the City's land or any part or parts thereof.
- 2. The covenant given in the preceding paragraph shall not inure for the benefit of any subsequent purchase for value of the City's land or any part or parts thereof.
- 3. The covenant given in paragraph 1 shall not operate to limit in any way any rights conferred on the City by the Fencing Act 1978. If the City should exercise any of its rights under that Act, then nevertheless the City shall not be liable to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Owner's land or any part or parts thereof and the City's land or any part or parts thereof AND the whole of the costs of the erection and/or maintenance of any such boundary fence or fences shall be borne by the Registered Proprietor or Registered Proprietors for the time being of the part or parts of the Owner's land on the boundary of which such fence is or is to be erected.
- 4. The parties acknowledge for the purpose of section 6(2) of the Fencing Act 1978 that the parcel of land described in the Second Schedule is a public reserve.
- 5. The costs and disbursements of and incidental to the preparation and registration of this covenant shall be borne by the Owner.

FIRST SCHEDULE

The Owner's Land

An estate in fee simple situated in the Land District of Wellington

1. RT 1117837 (Lot 19 on DP 588162)
2. RT 1146507 (Lot 1002 on DP 588162)
3. RT 1146505 (Lot 2001 on DP 588162)

SECOND SCHEDULE

The City's Land

An estate in fee simple situated in the Land District of Wellington

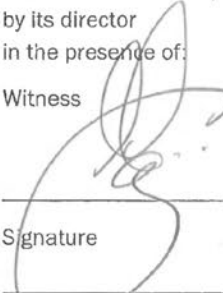
1. RT 1137296 (Lot 300 on DP 588162)
2. RT 1137297 (Lot 301 on DP 588162)
3. RT 1146506 (Lot 1001 on DP 588162)

Dated this 22nd day of September 2023

Signed by
Cannon Point Development Limited
by its director
in the presence of:


Xing Zhang

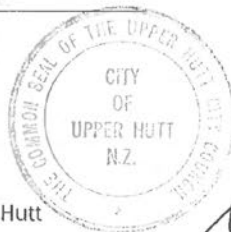
Witness


Signature

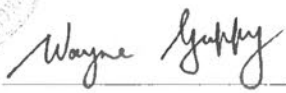
Full Name
Nicholas Callinicos Nunns
Solicitor of the High Court of New Zealand
WELLINGTON

Occupation

Address



The Common Seal of Upper Hutt
City Council is hereto affixed in
the presence of.


Mayor

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Chief Executive

View Instrument Details



Instrument No	12989412.1
Status	Registered
Date & Time Lodged	02 August 2024 11:11
Lodged By	Scott, Polly Kate Euphemia
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1146506	Wellington
1146507	Wellington
1146508	Wellington
1146509	Wellington

Annexure Schedule Contains 3 Pages.

Signature

Signed by Tessa Faye Doherty as Territorial Authority Representative on 26/08/2024 11:47 AM

*** End of Report ***

IN THE MATTER OF

Section 221 of the Resource
Management Act 1991

RM: 2010109

TO: The Registrar General of Land

CONSENT NOTICE

I CERTIFY that by resolutions dated 25 February 2021, 22 December 2021 and 25th July 2023 made pursuant to the Resource Management Act 1991, the Upper Hutt City Council ("the Council") approved a staged subdivision of the Land described in the First Schedule hereto, **BUT** subject inter alia, to the issue of this **CONSENT NOTICE** in respect of the conditions set out in the Second Schedule hereto **AND** subject also to the registration of this **CONSENT NOTICE** against the titles of the Lots listed in the First Schedule.

DATED at Upper Hutt this 1st August 2024.



Bridget Herries
**RESOURCE CONSENTS AND COMPLIANCE MANAGER
AND AUTHORISED OFFICER
UPPER HUTT CITY COUNCIL**

FIRST SCHEDULE

"The Land"

Being all of the land in Record of Titles 1146506 - 1146509 (Wellington Registry).

"The Lots"

Lots 28-30, 37-46, 154, 200, 1000 & 1001 DP 598401

SECOND SCHEDULE

The subdivisional conditions that are the subject of this **CONSENT NOTICE** are:

Stormwater Management

1. As part of the development stormwater management system, Lots 28 - 30 and 37 - 46 shall be provided with individual stormwater management systems. The stormwater management design must be approved in writing by the Wellington Water Land Development Team and the following aspects must be met.
 - (i) The owner of Lots 28 - 30 and 37 - 46 must at the time of house construction, construct an approved stormwater management system or systems in accordance with plans approved under the Building Consent and agreed with the Wellington Water Land Development Team.
 - (ii) The stormwater management system(s) must be designed so that the total stormwater discharge post-development from Lots 28 - 30 and 37 - 46 for all events up to the 1% AEP event must be less than or equal to the stormwater runoff flows prior to the development.
 - (iii) The stormwater management systems must incorporate rainwater harvesting for re-use for toilet flushing, irrigation and other non-potable uses within the residential lot
 - (iv) The owners of Lots 28 - 30 and 37 - 46 must ensure that all connections to the system(s) are trapped to minimise debris entering the system.
 - (v) Following construction of the stormwater management systems, an as-built plan and a maintenance schedule must be made available for future property owners. The plan and schedule must be approved by the Wellington Water Land Development Team.
 - (vi) The owner of Lots 28 - 30 and 37 - 46 must follow the required operation, maintenance and renewal of the systems, set out in the maintenance schedule, to ensure it is in full working order at all times.
 - (vii) The owners of Lots 28 - 30 and 37 - 46 cannot increase stormwater discharge, through an increase in non-permeable areas, without Council approval; as an increase in stormwater discharge may result in failure of the stormwater detention systems.

Future buildings

2. The exterior and roofs of all buildings shall be constructed of materials of natural tones, with less than 40% reflectivity for exteriors and less than 30% for rooves.
3. Bare galvanised, zinc alum or unpainted metal (including copper) may result in contamination of stormwater runoff upon corrosion of surfaces and therefore shall not be used for exterior construction, including but not limited to roofing, cladding, gutters and downpipes.

4. Residential development, including all buildings, on 28 - 30 and 37 - 46 shall be subject to the bulk and location permitted standards of the General Residential Zone within the District Plan, except as otherwise stated below:
 - (i) Yard setbacks for Lots 28 - 30 and 37 - 46 shall be as per the Align Drawings MV003-DRG-LA-107-110.
5. Residential development and activities which are prescribed as permitted activities in the District Plan can be undertaken on 28 - 30 and 37 - 46. Rural activities shall not be permitted on Lots 28 - 30 and 37 - 46.
6. Any vehicle access constructed at building stage that adjoins the public road shall comply with the following:
 - (ii) The design of vehicle crossings shall be in accordance with Council's Engineering Standards, Drawing Number 5904 Figure 6, Appendix B, Maximum Design Gradients for Vehicular Access to Property or CM1005-93R (Maximum Design for Vehicular Access to Property).
 - (iii) Any residential vehicle crossing from the carriageway to the road/property boundary shall be located such that the vehicle crossing is clear of:
 - Street lighting columns.
 - Street berm trees.
 - The connection points of underground utility service connections to the property.
 - Utility service junction boxes or underground service pits.
 - Drainage sumps.

Geotechnical

7. At the Building Consent stage, specifically designed foundations by a suitably qualified engineer shall be required for any building constructed within the zone marked "Area 2" of potential instability (as indicated in the Slope Stability Analysis Report prepared by Engeo Limited Dated 2 December 2020) on Lots 37 to 39, 42 to 43 and 45 to 46. The extent of area requiring specifically designed foundations shall be confirmed by the engineer undertaking the design.

The Geotechnical Investigation Report (prepared by ENGEO, dated 2 December 2020) is held on Council's file.
8. At the Building Consent stage, site specific slope stability analysis and anchor design by a suitably qualified Geotechnical engineer shall be required for any building constructed within the zone marked "Area 3" of potential instability (as indicated in the Slope Stability Analysis Report prepared by Engeo Limited Dated 2 December 2020) on Lots 14 to 17, 20 to 30, 37 to 39, 42 to 43 and 45 to 46. The extent of area requiring site specific slope stability analysis and anchor design shall be confirmed by the engineer undertaking the design.

A Geotechnical Investigation Report (prepared by ENGEO, dated 2 December 2020) is held on Council's file.

View Instrument Details



Instrument No 12989412.8
Status Registered
Date & Time Lodged 02 August 2024 11:11
Lodged By Scott, Polly Kate Euphemia
Instrument Type Easement Instrument



Affected Records of Title	Land District
1160734	Wellington
1160739	Wellington
1160740	Wellington
1160741	Wellington
1160742	Wellington
1160743	Wellington
1160744	Wellington
1160746	Wellington
1160747	Wellington
1161029	Wellington

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 12783716.4 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12631589.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Tessa Faye Doherty as Grantor Representative on 02/08/2024 11:00 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Tessa Faye Doherty as Grantee Representative on 02/08/2024 11:00 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**CANNON POINT DEVELOPMENT LIMITED****Grantee****UPPER HUTT CITY COUNCIL****Grant of Easement or *Profit à prendre***

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	"G" on Deposited Plan 598401	1160734	Upper Hutt City Council (in gross)
<i>continued in Annexure Schedule 1</i>			

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

*Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **[varied]** and ~~**[negated]**~~ ~~**[added to]**~~ or ~~**[substituted]**~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule 2]

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

Page1of1Pages

Continue in additional Annexure Schedule, if required.

Schedule A continued

Purpose of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	"H" on Deposited Plan 598401	1160739	Upper Hutt City Council (in gross)
	"I" on Deposited Plan 598401	1160740	
	"J" on Deposited Plan 598401	1160741	
	"K" on Deposited Plan 598401	1160742	
	"L" on Deposited Plan 598401	1160743	
	"F" on Deposited Plan 598401	1160744	
	"M" on Deposited Plan 598401	1160746	
	"N" on Deposited Plan 598401	1160747	
	"O", "P", "Q" on Deposited Plan 598401	1161029	
Right of Way	"C" on Deposited Plan 598401	1160734	

Annexure Schedule 2

Insert type of instrument

Easement Instrument to Grant

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

The rights and powers specified in specific classes of easements are those prescribed by the Land Transfer Regulations 2018 and or the Fifth Schedule of the Property Law Act 2007 subject to the following:

1. The Grantee's obligations under section 12(6) of Schedule 5 of the Land Transfer Regulations 2018 shall be limited to the extent that the Grantee shall only be required to:
 - 1.1. Restore the part of the surface it has damaged in exercising its rights under this instrument with a similar material to that removed but only to a condition equivalent to the condition that part of the right of way was in immediately before the Grantee exercised its rights; and
 - 1.2. Level and sow grass seed on any area of lawn it has damaged in exercising its rights under this instrument. At no time will the Grantee be required to replace lawn with turf.
2. The following will be additional rights to those implied by the Schedule 5 of the Land Transfer Regulations 2018 and Fifth Schedule of the Property Law Act 2007.
 - 2.1. When exercising its rights the Grantee shall:
 - 2.1.1. Provided there is no emergency give the Grantor reasonable notice prior to exercising its rights under this instrument. The defining of an emergency is at the sole discretion of the Grantee, provided the exercise of its discretion is reasonable.
 - 2.1.2. Indemnify the Grantor from all actions or claims brought against the Grantor as a direct result of the Grantee exercising its rights.
 - 2.2. The Grantor shall not:
 - 2.2.1. Allow a vehicle that is in breach of the applicable prescribed maximum gross weight for motor vehicles or the maximum weight limits for axles or groups of axles imposed under the Land Transport Act 1998 and any regulations made under that Act or any replacement legislation to be driven on or across the easement facility, or easement area.
 - 2.2.2. Cause or allow the existing ground level of the land comprised in the easement area to be altered.
 - 2.2.3. Lay or permit to be laid, without the Grantee's written consent, any additional services, concrete or paving, within the easement area.
 - 2.2.4. Erect any building or do any building work as defined in the Building Act 2004 or replacement legislation over or within the easement area without first obtaining the consent of the Grantee. In granting consent the Grantee may impose such conditions as it deems necessary to ensure the protection and efficient operation of the easement facility.

Annexure Schedule 2

Insert type of instrument

Easement Instrument to Grant

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

- 2.2.5. Install, erect, or place overhead electric power, telegraph or otherwise overhead cables or lines at a height of less than 5 metres above the ground level existing over the easement facility.
3. Nothing contained in this instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights and powers vested in the Grantee by any statute.
 4. The Grantor shall pay the costs of any repair or maintenance work of the easement facility and any associated costs of such work necessitated by any activity done on the Burdened land that interferes with the operation of the easement facility.
 5. The Grantee may also enter the Burdened land for the purpose of inspecting the easement facility in order to determine whether repair and or maintenance work is required on the easement facility.
 6. When entering the Burdened land the Grantee may enter with all necessary tools and equipment necessary to carry out the purpose of the Grantee's entry.
 7. Nothing contained in this Instrument gives rise to any rights regarding a private drainage system or parts of such system, including a sump, sump lead or surface drainage nor imposes any obligation on the Grantee regarding the installation, repair or maintenance of any such private drainage system (or parts thereof) in relation to the Burdened land.
 8. Where there is a conflict between the provisions of the 5th Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.
 9. Where there is a conflict between the provisions of the 5th Schedule of the Land Transfer Regulations 2018 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this easement instrument, the modifications must prevail.
 10. The rights hereby granted to the Grantee are in addition to and not in substitution for any rights conferred on the grantee by the Local Government Acts 1974 and 2002, the Public Works Act 1981 or any statute or regulation.
 11. Nothing in this instrument compels the Grantee to establish or use an easement facility provided for by this instrument and accordingly the Grantee may discontinue and recommence usage of the easement facility at will.

View Instrument Details



Instrument No 12989412.11
Status Registered
Date & Time Lodged 02 August 2024 11:11
Lodged By Scott, Polly Kate Euphemia
Instrument Type Covenant (All types except Land covenants)



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1117851	Wellington
1160734	Wellington
1160735	Wellington
1160736	Wellington
1160737	Wellington
1160738	Wellington
1191070	Wellington

Annexure Schedule Contains 3 Pages.

Signature

Signed by Tessa Faye Doherty as Grantor/Grantee Representative on 30/08/2024 09:42 AM

*** End of Report ***

FENCING COVENANT

Background

- A. Cannon Point Development Limited ("the Owner") is the registered proprietor of the land described in the First Schedule hereto ("the Owner's land").
- B. Upper Hutt City Council ("the City") is the registered proprietor of the land described in the Second Schedule hereto ("the City's land").
- C. The Owner's land adjoins the City's land.
- D. The Owner was a party to an application to the City for approval of a subdivision affecting the Owner's land.
- E. The City approved the subdivision subject, inter alia, to the condition that the Owner execute this Fencing Covenant in favour of the City.
- F. The Owner has agreed to the condition.

Now Therefore:

- 1. In consideration of the premises and in consideration of the sum of ONE DOLLAR (\$1.00) paid to the Owner by the City, the Owner hereby covenants with the City that the Owner will not call upon the City nor shall the City be liable to pay for or to contribute towards the cost of erection or maintenance of any boundary fence between the Owner's land or any part or parts thereof AND the City's land or any part or parts thereof.
- 2. The covenant given in the preceding paragraph shall not inure for the benefit of any subsequent purchase for value of the City's land or any part or parts thereof.
- 3. The covenant given in paragraph 1 shall not operate to limit in any way any rights conferred on the City by the Fencing Act 1978. If the City should exercise any of its rights under that Act, then nevertheless the City shall not be liable to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Owner's land or any part or parts thereof and the City's land or any part or parts thereof AND the whole of the costs of the erection and/or maintenance of any such boundary fence or fences shall be borne by the Registered Proprietor or Registered Proprietors for the time being of the part or parts of the Owner's land on the boundary of which such fence is or is to be erected.
- 4. The parties acknowledge for the purpose of section 6(2) of the Fencing Act 1978 that the parcel of land described in the Second Schedule is a public reserve.
- 5. The costs and disbursements of and incidental to the preparation and registration of this covenant shall be borne by the Owner.



FIRST SCHEDULE

The Owner's Land

An estate in fee simple situated in the Land District of Wellington

- 1. RT 1160734 [Lot 1000 Deposited Plan 598401]
- 2. RT 1160735 [Lot 28 Deposited Plan 598401]
- 3. RT 1160736 [Lot 29 Deposited Plan 598401]
- 4. RT 1160737 [Lot 30 Deposited Plan 598401]
- 5. RT 1117851 [Lot 36 Deposited Plan 588162]

SECOND SCHEDULE

The City's Land

An estate in fee simple situated in the Land District of Wellington

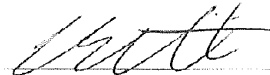
- 1. RT 1160738 [Lot 200 Deposited Plan 598401]
- 2. Part of RT 1191070 [Areas "D", "A" and "R" being part of Lot 1001 Deposited Plan 598401]

Dated this 19th day of July 2024

Signed by
Cannon Point Development Limited
by its director
in the presence of:


Xing Zhang

Witness

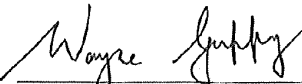

Signature

Polly Kate Euphemla Scott
Solicitor of the High Court of New Zealand
Full name JB Morrison Lawyers
Wellington

Occupation

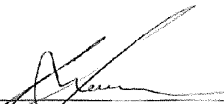
Address

The Common Seal of Upper Hutt
City Council is hereto affixed in
the presence of:


Mayor

zha835-002_143





Chief Executive



View Instrument Details

Instrument Type	Mortgage
Instrument No	13187295.8
Status	Registered
Date & Time Lodged	17 December 2024 18:59
Lodged By	Anderson, Mark Robert

Affected Records of Title	Land District
1117831	Wellington
1117832	Wellington
1117836	Wellington
1117851	Wellington
1146505	Wellington
25850	Wellington
1160734	Wellington
1160741	Wellington
1160744	Wellington
1160745	Wellington
1160746	Wellington
1160747	Wellington

Mortgagors

Cannon Point Development Limited

Mortgagees

First Mortgage Custodians Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	50,000,000 plus interest and costs

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒



View Instrument Details

Signature

Signed by Mark Robert Anderson as Mortgagor Representative on 16/12/2024 08:55 AM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Mark Robert Anderson as Mortgagee Representative on 16/12/2024 11:41 AM

*** End of Report ***

DFLT 516880 Default

Cpy - 01/01, Pgs - 002, 16/11/18, 15:58



DocID 410960040

Land shown as subject to the reservation in this document is, subject to the following:-

RESERVATION: If the above-mentioned land shall at any time be found to contain coal, the owner thereof for the time being shall pay to Her Majesty the Queen, or her successors, in respect of all coal raised or gotten out of the said land, a royalty of sixpence for every full ton of twenty hundred weight so raised or gotten.

If the above-mentioned land shall be found to contain gold or silver, such land shall be subject in all respects to the provisions of the Mining Act 1926, but the value of the gold or silver in or on such land shall not be taken into account in ascertaining or allowing compensation to the owner for the time being of the same.


Assistant Land Registrar.

516880

RESERVATION AS TO

COAL, GOLD & SILVER

AND DEEDS

Record of Deeds

O. R. 2.

1942

2-27

101

58

No. 090993.1 Gazette Notice taking the land
in C's.T. 7D/1269, 10D/1232, 1233, 116/25,
232/7, 426/183, 461/345 for waterworks
and vesting same in the Wellington Regional
Water Board from 5 February 1976 - 23.2.1976
at 9.26 a.m.

A.L.R.

596973.1 Discharge of Artisan Compensation
Certificate as to Lots 1 and 2 Plan 52931
2.12.1983 at 1101 am (pt of 174/576)
A.L.R.

CC 124568.1 Compensat

Cpy - 01/01.Pgs - 003.31/05/04.13:51



DocID 411019909

25A/510
174/576

124568.1
6.2.116/25 232/7 426/183
461/345 908/1269 100/232.12
District Land Registry
Wellington No.2

Aug 1 10 34 AM '75



RECALL FILE LABEL

F5000003436420

IN THE MATTER of the Public Works Act 1928

and

IN THE MATTER of the Land Transfer Act 1952

COMPENSATION CERTIFICATE

PURSUANT to the provisions of Section 17 of the Public Works Amendment Act 1948 the WELLINGTON REGIONAL WATER BOARD a Board duly constituted under the provisions of the Wellington Regional Water Board Act 1972 (hereinafter called "the Board") requests that this Certificate be deposited in your Registry and a Memorial thereof registered against the titles to the lands affected thereby.

1. Lands Affected:

- (a) All that parcel of land containing 659 acres 7 perches more or less situate in Block X111 of the Akatarawa Survey District and being Section 19 and part Section 20 and 21 of the said block and parts Section 213 Hutt District and all the land in Certificate of Title Volume 7D Folio 1269 (Wellington Registry) SUBJECT AS TO Section 19 in part Sections 20 and 21 to the reservation as to coal, gold and silver as set out in Number 516880 - as to the said Arthur Luey a two-fifths (2/5ths) share - as to the said David William Wong a two-fifths (2/5ths) share and as to the said William Luey a one-fifth (1/5th) share.
- (b) All those parcels of land containing :-
 - (i) 577 acres, 16 perches more or less being Sections 12 and 13 of Block X111 of the Akatarawa Survey District and being all the land comprised and described in Certificate of Title Volume 461 Folio 345 (Wellington Registry) SUBJECT TO the reservation enumerated on the said Title in respect of the mining of coal, gold and silver - as to the said Arthur Luey, David William Wong and William Luey as Tenants in common in equal shares.
 - (ii) Containing 387.2632 hectares more or less being Sections 10, 11, 14 and 18 and part Section 22 Block X111 Akatarawa Survey District Lot 2 on Deposited Plan 9869 and part Lot 2 on Deposited Plans 9905 and 9906 and all the land contained in Certificate of Title Volume 10D Folio 1232 (Wellington Registry). Appurtenant to the part Lot 2 Plans 9905 and 9906 are rights of way, electricity and drainage rights over part Sections 175 and 221 Hutt District shown Coloured Yellow on Plan 9654 created by Transfer 211984 and SUBJECT TO reservation as to coal gold and silver as set out in No. 516880. - as to the said Arthur Luey, David William Wong and William Luey as Tenants in common in equal shares.
 - (iii) Containing 1175 acres 1 rood 24 perches more or less being Sections 6 and 7 of Block X Sections 15 and 32 of Block X111 and Section 1 of Block XIV of the Akatarawa Survey District, Sections 6 and 7 of Block X being also Lots 6 and 7 on Deposited Plan 613 and the land comprised and described in Certificates of Title Volume 426 Folio 183, Volume 116 Folio 25, and Volume 232 Folio 7 (Wellington Registry) SUBJECT TO the reservations imposed by the Mining Act 1908 as to the mining of coal gold and silver - as to the said Arthur Luey, David William Wong and William Luey as Tenants in common in equal shares.

(iv) 261.4174 hectares more or less being Section 16 Block XIII and Section 2 Block XIV Akatarawa Survey District part Section 421 Hutt District Lot 1 Deposited Plan 9869 and part Lot 1 Deposited Plan 9905 and 9906 and all the land comprised and described in Certificate of Title Volume 10D Folio 1233 (Wellington Registry) TOGETHER WITH:-

- (1) the right of way over part Section 124 Hutt District created by Deed 95094 (154/185).
- (2) rights of way, electricity and drainage rights over part Lot 2 Plans 9905 and 9906 and the land in Plan 9654 created by Transfer 211984 and SUBJECT TO reservation as to coal gold and silver as set out in Number 516880 - as to the said Arthur Luey, David William Wong and William Luey as Tenants in common in equal shares.

2. Particulars of Agreement:

Agreement bearing date the 4th day of April 1975 made pursuant to the provisions of Section 32 of the Public Works Act 1928 between ARTHUR LUEY of Lower Hutt, Company Director, DAVID WILLIAM WONG of Wellington, Farmer, AND WILLIAM LUEY of Lower Hutt, Medical Practitioner, as owners for their respective rights and interests and the Board.

3. Particulars of Owners:

ARTHUR LUEY 1 High Street, Lower Hutt.

DAVID WILLIAM WONG 1139 Ferguson Drive, Upper Hutt.

& WILLIAM LUEY 2 Barsi Grove, Lower Hutt.

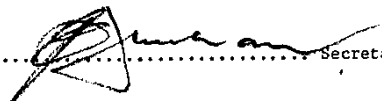
4. Identification and Inspection of Agreement:

A copy of the Agreement referred to in paragraph 2 hereof and identified as No. 5 may be inspected at the offices of the Board, 3rd Floor, M.E.D. Building, Lower Cuba Street, Wellington, during ordinary business hours.

DATED at Wellington this 14th day of July 1975.

THE COMMON SEAL of the WELLINGTON)
REGIONAL WATER BOARD was hereunto)
affixed pursuant to a Resolution of)
the Board in the presence of:)



 Secretary

TO: The District Land Registrar at Wellington

Correct for the Purposes of the Land
Transfer Act 1952

X
Solicitor for the Applicant X

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross reference to and use the approved annexure schedule: no other format will be received

Land Registration District

Wellington

Certificate of Title No.

All or Part?

Area and legal description - *Insert only when part or Stratum, CT*

19B

699

All

E 5851243.1 Grant of Ea:

Cpy - 01/01, Pgs - 007, 23/12/03, 08:34



DocID: 410896931

Transferor Surnames must be underlined

The Upper Hutt City Council

Transferee Surnames must be underlined

The Wellington Regional Council (hereinafter called "WRC") and Martin Richard Francis Bradley (hereinafter called "Bradley")

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No ...; Right of way etc*

Right of Way Easement (continued on pages 2, 3 and 4 Annexure Schedules)

Consideration

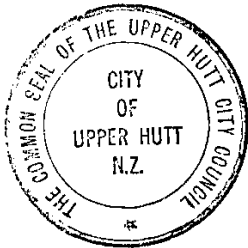
Pursuant to an agreement made between the parties dated 22nd day of August 1996

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created

Dated this 24th day of September 2003 19

Attestation



Signature or common seal of Transferor

The Common Seal of THE UPPER
HUTT CITY COUNCIL was hereunto

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

W. N. Guppy.
Mayor of
Upper Hutt

W. M. Pedersen,
Chief Executive
Upper Hutt
City Council

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.

LSH

Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated 24 day of September 2003

page

2

of

5

pages

Continuation of "Estate or Interest or Easement to be created"

GRANT OF EASEMENT

- 1.1 The Transferor **TRANSFERS AND GRANTS** to Bradley to be forever appurtenant to the land of Bradley in Certificate of Title 21A/723 ("Bradley's Land"), the right of Bradley, Bradley's contractors, tenants, agents, employees, licensees and invitees (in common with the Transferor, the Transferor's tenants, and any other person lawfully entitled) at all times by day and by night to pass, and repass, with or without motor vehicles, animals, machinery and implements of any kind over and along that part of the land of the Transferor marked "J" on Deposited Plan 87565 contained in Certificate of Title 19B/699 for all purposes connected with the use and enjoyment of Bradley's Land

PROVIDED ALWAYS:

- 1.1.1 The use of the right of way shall be limited to the registered proprietor of Bradley's Land and his successors in title.

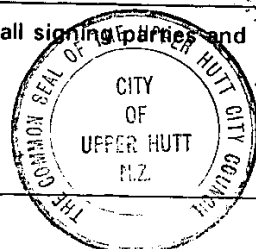
- 1.1.2 If Bradley's Land is subdivided into two (2) or more ^{titles} lots, then the rights granted herein shall only be exercisable by the registered proprietor of ^{titles nominated by the} only one of the ^{then registered proprietor} lots created by the subdivision.

MRB
gully

MRB
gully

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MRB
gully



WJH

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated 24 day of September 2003 page 3 of 5 pages

1.1.3 Bradley and his successors in title shall not be entitled to demand or require the Transferor or WRC to maintain or repair the right of way or to ensure uninterrupted availability or use of the right of way. The right of way is to be maintained, repaired and kept in serviceable or usable condition at the sole discretion of WRC. If any any time the right of way should become unusable, the Transferor and WRC shall not be liable to repair the right of way or to pay any compensation to Bradley.

1.2 The Transferor **TRANSFERS AND GRANTS** to WRC to be forever appurtenant to the lands of WRC an Certificates of Title 23D/74, 22C/219, 18C/601, 23D/75, 25A/510 ("WRC's Land"), the right of WRC, WRC's contractors, tenants, agents, employees, licensees and invitees (in common with the Transferor, the Transferor's tenants, and any other person lawfully entitled) at all times by day and by night to pass, and repass, with or without motor vehicles, animals, machinery and implements of any kind over and along that part of the Servient Land marked "J" on Deposited Plan 87565 for all purposes connected with the use and enjoyment of WRC's Land.

COVENANTS

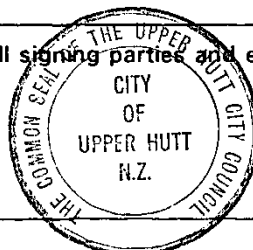
2. The parties covenant with each other as follows:

2.1 The costs of the formation and maintenance of the right of way shall be borne by WRC.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MRB

[Signature]



WH

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated 24th day of September 2003 page 4 of 5 pages

- 2.2 No power is implied for the Transferor to determine this right of way for any breach of covenant or condition (expressed or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until duly surrendered.
- 2.3 Any dispute as to the terms or interpretation of this Transfer or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

SIGNED by the said)
MARTIN RICHARD FRANCIS)
BRADLEY in the presence of:)

[Signature]
Solicitor
Upper Hutt

M.R. Bradley
D. A. McCULLOCH
Solicitor
Upper Hutt

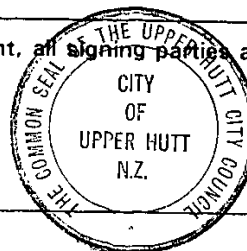
THE COMMON SEAL of the)
WELLINGTON REGIONAL)
COUNCIL was hereunto)
affixed in the presence of:)

[Signature]
Authorised Signatory



If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

M.R.B. *[Signature]*



[Signature]

Annexure Schedule

TRANSFER

Dated 24th day of September 2003

Page

5

of

5

Pages

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MRD Oye

Approved by Registrar-General of Land under No. 1996/1011

TRANSFER

Land Transfer Act 1952

This page is for Land Registry Office Use Only.

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used; no other format will be received.

Land Registration District

WELLINGTON

Certificate of Title No.

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

**SEE ANNEXURE
SCHEDULE**

E 5851243.2 Grant of Ea:

Cpy - 01/01, Pgs - 009,23/12/03,08:40



DocID: 410897007

Transferor Surnames must be underlined or in CAPITALS

THE WELLINGTON REGIONAL COUNCIL

Transferee Surnames must be underlined or in CAPITALS

Martin Richard Francis BRADLEY

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Right of Way Easements (continued on pages 2 to 5 inclusive of annexure schedules)

Consideration

Pursuant to an agreement made between the parties dated 22nd day of August 1996

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **24th** day of **September** 2003

Attestation



Signed in my presence by the Transferor
Signature of Witness

[Signature]

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]

Solicitor for the Transferee

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated 24th day of September
2003

page 2 of 5 pages

Continuation of "Certificate of Title Number"

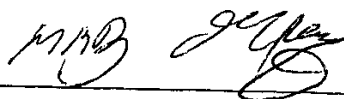
CERTIFICATE OF TITLE NUMBER	ALL OR PART?	AREA AND LEGAL DESCRIPTION
22C/219	All	
23D/75	All	
18C/601	All	
23D/74	All	
18A/1449	All	
36C/682	All	

Continuation of "Estate or Interest to be created"

GRANT OF EASEMENT

- Pursuant to an Agreement made between the parties dated the 22nd day of August 1996, the Transferor **TRANSFER AND GRANTS** to the Transferee to be forever appurtenant to the land in Certificate of Title 21A/723, the right for the Transferee, the Transferee's contractors, tenants, agents, employees, licensees and invitees (in common with the Transferor, the Transferor's tenants, and any other person lawfully entitled) at all times by day and by night to pass, and repass, with or without motor vehicles, animals, machinery and implements of any kind over and along that part of the Transferor's Land

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.




Annexure Schedule

TRANSFER

Dated

24th day of September 2003

Page

3

of

5

Pages

- (a) Marked "D" and "E" on Deposited Plan 87565 over Lot 2 Deposited Plan 35186 in Certificate of Title 22C/219, and
 - (b) Marked "F" and "G" on Deposited Plan 87565 over part Lot 1 Deposited Plan 29844 in Certificate of Title 23D/75, and
 - (c) Marked "H" on Deposited Plan 87565 over part Section 806 Hutt District in Certificate of Title 18C/601, and
 - (d) Marked "I" and "K" on Deposited Plan 87565 over part Lot 1 Deposited Plan 35186 and part Section 121 Hutt District in Certificate of Title 23D/74, and
 - (e) Marked "L" on Deposited Plan 87565 over part Lot 1 Deposited Plan 35186 and part Section 121 Hutt District in Certificate of Title 18A/1449, and
 - (f) Marked "M" on Deposited Plan 87565 over part Lot 1 Deposited Plan 11680 and part Lot 1 Deposited Plan 35186 in Certificate of Title 36C/682,
- for all purposes connected with the use and enjoyment of the Land in Certificate of Title 21A/723.

PROVIDED ALWAYS:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

M. J. [Signature]

[Signature]

~~Approved by Registrar General of Land under No. 1006/1011~~

~~TRANSFER~~

~~Land Transfer Act 1952~~

~~This page is for Land Registry Office Use Only.~~

Annexure Schedule

TRANSFER

Dated 24th day of September 2003

Page

4

of

5

Pages

- 1.1 The use of the right of way shall be limited to the registered proprietor of the Land in Certificate of Title 21A/723 and his successors in title.
- 1.2 If the Land in Certificate of Title 21A/723 is subdivided into two (2) or more titles, then the rights granted herein shall only be exercisable by the ^{MRM} nominated by the then registered proprietor of only one of the titles created by the subdivision. *MRM* *MRM*
- 1.3 The Transferee and his successors in title shall not be entitled to demand or require the Transferor to maintain or repair the right of way or to ensure uninterrupted availability or use of the right of way. The right of way is to be maintained, repaired and kept in serviceable or usable condition at the sole discretion of the Transferor. If at any time the right of way should become unusable or impassable, the Transferor shall not be liable to the Transferee to repair the right of way or to pay any compensation to the Transferee.

COVENANTS

2. The Transferee and the Transferor covenant with each other as follows:
- 2.1 The costs of the formation and maintenance of the right of way shall be borne by the Transferor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MRM

MRM

MRM

~~Approved by Registrar General of Land under No. 1996/4011~~

TRANSFER

~~Land Transfer Act 1952~~

~~This page is for Land Registry Office Use Only.~~

Annexure Schedule

TRANSFER

Dated 24th day of September 2003

Page 5 of 5 Pages

- 2.2 No power is implied for the Transferor to determine this right of way for any breach of covenant or condition (expressed or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until duly surrendered.
- 2.3 Any dispute as to the terms or interpretation of this grant or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

Signed by Martin
Richard Francis **BRADLEY**
in the presence of:

M R Bradley

[Signature]
Solicitor
Upper Hutt

D. A. McCULLOCH
Solicitor
Upper Hutt

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

M R B *[Signature]* *[Signature]*

~~Approved by Registrar General of Land under No. 1096/1011~~

~~TRANSFER~~

~~Land Transfer Act 1952~~

~~This page is for Land Registry Office Use Only.~~

Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
OAKLEY MORAN SOLICITORS PO BOX 241 DX SP 20003 WELLINGTON

Auckland District Law Society
REF: 4130 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

E 5851168.2 Grant of Ea:

Cpy - 01/01, Pgs - 007, 23/12/03, 08:24



DocID: 410896945

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross reference to and use the approved annexure schedule: no other format will be received

Land Registration District

Wellington

Certificate of Title No. All or Part? Area and legal description - *Insert only when part or Stratum, CT*

6B

908

All

Transferor Surnames must be underlined

Martin Richard Francis Bradley

Transferee Surnames must be underlined

The Wellington Regional Council

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No ...; Right of way etc*

Right of Way Easement (continued on pages 2, 3 and 4
Schedules)

Annexure

Consideration

Pursuant to an Agreement made between the parties dated 22nd day of August 1996

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created

Dated this 24th day of September 2003 13

Attestation

M R Bradley

Signature or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

[Signature]

Witness to complete in **BLOCK** letters
(unless typewritten or legibly stamped)

Witness name D.A. McCulloch

Occupation Solicitor

Address Upper Hutt

D. A. McCULLOCH
Solicitor
Upper Hutt

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.

[Signature]
W. W. H. LIM
SOLICITOR
WELLINGTON

Solicitor for the Transferee

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

24 September 2003

page

2

of

4

pages

Continuation of "Estate or Interest or Easement to be created"

GRANT OF EASEMENT

1.1 The Transferor **TRANSFERS AND GRANTS** to the Transferee to be forever appurtenant to the land of the Transferee in Certificate of Title 25A/510, the right of the Transferee and the Transferee's contractors, tenants, agents, employees, licensees and invitees (in common with the Transferor, the Transferor's tenants, and any other person lawfully entitled) at all times by day and by night to pass, and repass, with or without motor vehicles, animals, machinery and implements of any kind over and along that part of the land of the Transferor's land marked "A" and "B" on Deposited Plan 304196 contained in Certificate of Title 6B/908 subject to the terms and conditions as follows:

- 1.1 The right of way is to be used by the Transferee only in the event of an emergency or with the prior consent of the Transferor which shall not be unreasonably withheld. In any event, the right of way shall not be used by logging trucks.
- 1.2 The Transferee shall be solely responsible for the repairs of any and all damage to the right of way caused by the Transferee and the Transferee's contractors, tenants, agents, employees, licensees and invitees.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

24 September 2003

page

3

of

4

pages

COVENANTS

2. The Transferor and the Transferee covenant with each other as follows:

2.1 The costs of maintenance of the right of way shall be shared between the Transferee and the Transferor in the following manner:

2.1.1 The Transferee shall only be liable for a share of the costs of maintenance calculated in accordance with the following formula:

$$\frac{1}{2} \times \frac{A}{1 + B}$$

A = Total costs of maintenance

B = Number of lots the Transferor's Land may have been subdivided into at the time the costs were incurred provided that in the event of 2 or more lots being in common ownership and occupation, then such lots shall be deemed to be one lot.

2.2 The liability of the Transferee for the costs of maintenance shall be limited to such costs (or such part of the costs as provided in clause 2.1)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MAB





Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

24 September 2003

page

4

of

4

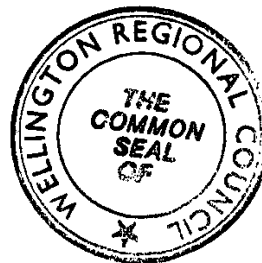
pages

for the maintenance of the right of way in its then state and condition as at 22 August 1996. In the event of the Transferor upgrading the right of way, the Transferee shall not be liable to contribute to the costs of upgrading the right of way or the costs of maintaining it to its upgraded state.

2.3 No power is implied for the Transferor to determine this right of way for any breach of covenant or condition (expressed or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until duly surrendered.

2.4 Any dispute as to the terms or interpretation of this transfer or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

THE COMMON SEAL of the
WELLINGTON REGIONAL
COUNCIL was hereunto
affixed in the presence of:



[Signature]

Authorised Signatory

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature]

[Signature]

[Signature]

Annexure Schedule

TRANSFER

Dated

Page

of

Pages

~~The Common Seal of~~
~~The Wellington Regional~~
~~Council was affixed in~~
~~the presence of:~~

lwr

~~Authorised Signatory~~

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

MRB

[Signature]

Approved by Registrar-General of Land under No. 1996/1011

TRANSFER

Land Transfer Act 1952

This page is for Land Registry Office Use Only.

ORDER FOR NEW CERTIFICATE OF TITLE



To the District Land Registrar WELLINGTON

OCT 5851494.4 Order for N

Cpy - 01/01, Pgs - 008, 26/06/04, 16:26



DocID: 410897063

Please issue a new certificate of title in the name of
Martin Richard Francis BRADLEY

for

Lot(s)
3 and 4

Deposited Plan
306622

Certificate(s) of Title
25850

*Delete as appropriate
being ~~all/balance~~ part of the land included in Certificate(s) of Title
21A/723 and part of the land in Certificate of Title 25A/510

of the WELLINGTON

Land Registry

DATED at

Wellington

this

17th

day of

December 2003

W. W. H. LIM
SOLICITOR
WELLINGTON

Solicitor for the
Registered Proprietor

REF. 4090 /1

No.



ORDER FOR NEW CERTIFICATE OF TITLE

Law Firm Acting
OAKLEY MORAN SOLICITORS PO BOX 241 DX SP 20003 WELLINGTON

ORDER FOR NEW CERTIFICATE OF TITLE



To the District Land Registrar WELLINGTON

Please issue a new certificate of title in the name of
Martin Richard Francis BRADLEY

for

Lot(s)
2

Deposited Plan
306622

Certificate(s) of Title
25849

* Delete as
appropriate being ~~all~~/balance/~~part~~ of the land included in Certificate(s) of Title
6B/908

of the WELLINGTON

Land Registry

DATED at

Wellington

this

17th

day of

December 2003

W. W. H. LIM
SOLICITOR
WELLINGTON

A handwritten signature in dark ink, appearing to be "W. W. H. Lim".

Solicitor for the
Registered Proprietor

REF. 4090 /1

No.



ORDER FOR NEW CERTIFICATE OF TITLE

Law Firm Acting
OAKLEY MORAN
SOLICITORS
PO BOX 241
DX SP 20003
WELLINGTON

ORDER FOR NEW CERTIFICATE OF TITLE



To the District Land Registrar WELLINGTON

Please issue a new certificate of title in the name of
THE WELLINGTON REGIONAL COUNCIL

for

Lot(s)	Deposited Plan	Certificate(s) of Title
5 and 6	306622	25851

*Delete as
appropriate being ~~all/balance~~ part of the land included in Certificate(s) of Title
21A/723

of the WELLINGTON

Land Registry

DATED at *Wellington* this *17th* day of *December* *2003*

W. W. H. LIM
SOLICITOR
WELLINGTON

Solicitor for the
Registered Proprietor

REF. 4090/1

No.



ORDER FOR NEW CERTIFICATE OF TITLE

Law Firm Acting
OAKLEY MORAN
SOLICITORS
PO BOX 241
DX SP 20003
WELLINGTON

ORDER FOR NEW CERTIFICATE OF TITLE



To the District Land Registrar WELLINGTON

Please issue a new certificate of title in the name of
THE WELLINGTON REGIONAL COUNCIL

for

Lot(s)	Deposited Plan	Certificate(s) of Title
1, 7 and 8	306622	25848 plus balance of Certificate of Title 25A/510

*Delete as appropriate

being ~~all/balance~~ part of the land included in Certificate(s) of Title 25A/510, and part of the land in Certificate of Title 6B/908 and balance of the land in Certificate of Title 25A/510

of the WELLINGTON

Land Registry

DATED at *Wellington* this *17* day of *December* *2003*

W. W. H. LIM
SOLICITOR
WELLINGTON

Solicitor for the
Registered Proprietor

REF. 4090 /1

No.



ORDER FOR NEW CERTIFICATE OF TITLE

Law Firm Acting
OAKLEY MORAN SOLICITORS PO BOX 241 DX SP 20003 WELLINGTON

AUCKLAND DISTRICT LAW SOCIETY 1998
REF 4090 /2

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

E 5851494.6 Grant of Ea:

Cpy - 01/01, Pgs - 007,24/12/03,14:26



DocID: 410897065

Land Registration District

WELLINGTON

Certificate of Title No.

25851

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

All

Transferor Surnames must be underlined or in CAPITALS

THE WELLINGTON REGIONAL COUNCIL

Transferee Surnames must be underlined or in CAPITALS

Martin Richard Francis BRADLEY

Estate or Interest or Easement to be created. *Insert e.g. Fee simple, Leasehold in Lease No; Right of way etc.*

Right of Way Easement (continued on pages 2, 3 & 4 Annexure Schedules)

Consideration

Pursuant to an agreement to exchange land made between the parties dated 10th April 2000

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this: **24th** day of **September** 2003

Attestation



Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

24th day of September 2003

Page

2

of

4

Pages

Continuation of "Estate or Interest to be created"

GRANT OF EASEMENT

1. The Transferor **TRANSFER AND GRANTS** to the Transferee to be forever appurtenant to the land in Certificate of Title 25850, the right for the Transferee, the Transferee's contractors, tenants, agents, employees, licensees and invitees (in common with the Transferor, the Transferor's tenants, and any other person lawfully entitled) at all times by day and by night to pass, and repass, with or without motor vehicles, animals, machinery and implements of any kind over and along that part of the Transferor's Land marked "A" on Deposited Plan 306622 over Lot 5 on Deposited Plan 306622, and "B" on Deposited Plan 306622 over Lot 6 on Deposited Plan 306622, both Lots contained in Certificate of Title 25851 for all purposes connected with the use and enjoyment of the Land in Certificate of Title 25850.

PROVIDED ALWAYS:

- 1.1 The use of the right of way shall be limited to the registered proprietor of the Land in Certificate of Title 25850 and his successors in title.
- 1.2 If the Land in Certificate of Title 25850 is subdivided into two (2) or more titles, then the rights granted herein shall only be exercisable by the registered proprietor of only one of the titles created by the subdivision.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature]

[Signature]

[Initials]

~~Approved by Registrar General of Land under No. 1006/1011~~

~~TRANSFER~~

~~Land Transfer Act 1952~~

~~This page is for Land Registry Office Use Only.~~

Annexure Schedule

TRANSFER

Dated 24th day of September 2003

Page 3 of 4 Pages

- 1.3 The Transferee and his successors in title shall not be entitled to demand or require the Transferor to maintain or repair the right of way or to ensure uninterrupted availability or use of the right of way. The right of way is to be maintained, repaired and kept in serviceable or usable condition at the sole discretion of the Transferor. If at any time the right of way should become unusable or impassable, the Transferor shall not be liable to the Transferee to repair the right of way or to pay any compensation to the Transferee.

COVENANTS

2. The Transferee and the Transferor covenant with each other as follows:
- 2.1 The costs of the formation and maintenance of the right of way shall be borne by the Transferor.
- 2.2 No power is implied for the Transferor to determine this right of way for any breach of covenant or condition (expressed or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until duly surrendered.
- 2.3 Any dispute as to the terms or interpretation of this grant or the liability of the parties shall be determined by an arbitrator under the Arbitration

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



~~Approved by Registrar General of Land under No. 1006/4011.~~

~~**TRANSFER**~~

~~**Land Transfer Act 1952**~~

~~**This page is for Land Registry Office Use Only.**~~

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated 24th day of September
2003

page 4 of 4 pages

Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

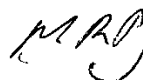
Signed by Martin
Richard Francis **BRADLEY**
in the presence of:



D. A. McCulloch
Solicitor
Upper Hutt

D. A. McCULLOCH
Solicitor
Upper Hutt

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
OAKLEY MORAN SOLICITORS PO BOX 241 DX SP 20003 WELLINGTON

Auckland District Law Society
REF: 4130 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

View Instrument Details



Instrument No 9024144.1
Status Registered
Date & Time Lodged 20 April 2012 15:20
Lodged By McCulloch, Donald Aspinall
Instrument Type Grant of Easement Without Transfer



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

25850	Wellington
25851	Wellington

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Wooi Hoo Lim as Grantor Representative on 20/04/2012 12:08 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Donald Aspinall McCulloch as Grantee Representative on 19/04/2012 01:43 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Wellington Regional Council

Grantee

Martin Richard Francis Bradley

Grant of Easement or *Profit à prendre* or Creation of Covenant

The **Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way	"Lot 5" on DP 306622	25851	25850

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negative]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

[the provisions set out in Annexure Schedule 1]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

[Annexure Schedule 1]

Annexure schedule

Page 1 of 1 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to grant easement

*Continue in additional Annexure Schedule, if required***Variations**

1.1 The use of the right of way shall be limited to the registered proprietor of the Land in Certificate of Title 25850 and his successors in title.

1.2 If the Land in Certificate of Title 25850 is subdivided into two (2) or more titles, then the rights granted herein shall only be exercisable by the registered proprietor of only one of the titles created by the subdivision.

1.3 The Transferee and his successors in title shall not be entitled to demand or require the Transferor to maintain or repair the right of way or to ensure uninterrupted availability or use of the right of way. The right is to be maintained, repaired and kept servicable or useable at the sole discretion of the Transferor. If at any time the right of way should become unusable or impassable, the Transferor shall not be liable to the Transferee to repair the right of way or to pay any compensation to the Transferee.

Covenants

The Transferee and the Transferor covenant with each other as follows:

2.1 The costs of the formation and maintenance of the right of way shall be borne by the Transferor

2.2 No power is implied for the Transferor to determine this right of way for any breach of covenant or condition (expressed or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until duly surrendered.

2.3 Any dispute as to the terms or interpretation of this grant or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.



View Instrument Details

Instrument Type	Mortgage
Instrument No	13187295.8
Status	Registered
Date & Time Lodged	17 December 2024 18:59
Lodged By	Anderson, Mark Robert

Affected Records of Title	Land District
1117831	Wellington
1117832	Wellington
1117836	Wellington
1117851	Wellington
1146505	Wellington
25850	Wellington
1160734	Wellington
1160741	Wellington
1160744	Wellington
1160745	Wellington
1160746	Wellington
1160747	Wellington

Mortgagors

Cannon Point Development Limited

Mortgagees

First Mortgage Custodians Limited

Share

Mortgage Details

Memorandum Number	2018/4346
Priority Amount \$	50,000,000 plus interest and costs

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒



View Instrument Details

Signature

Signed by Mark Robert Anderson as Mortgagor Representative on 16/12/2024 08:55 AM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Mark Robert Anderson as Mortgagee Representative on 16/12/2024 11:41 AM

*** End of Report ***